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NAVAL POSTGRADUATE SCHOOL

Monterey, California



THESIS

L3184

CHARACTERISTICS AND EFFECTS OF RELATIONSHIPS INVOLVING FEDERAL GOVERNMENT CONTRACTING OFFICERS

by

John Noel Lawless, Jr.

December 1988

Thesis Advisor:

David V. Lamm

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Characteristics and Effects of Relationships
Involving Federal Government Contracting Officers

by

John Noel Lawless, Jr. Captain, United States Army B.S., University of Notre Dame, 1977

Submitted in partial fulfillment of the requirements for the degree of

MASTER OF SCIENCE IN MANAGEMENT

from the

NAVAL POSTGRADUATE SCHOOL December 1988

ABSTRACT

The role of the contracting officer has evolved through our nation's history from one of simply an intermediary between supplier and consumer to that of a sophisticated manager of requirements and resources. In the execution of his many and varied duties and responsibilities, the present-day contracting officer must interact with a variety of individuals and organizations. This report attempts to identify these various relationships, to analyze their characteristics, and to determine how each affects the contracting officer's accomplishment of his primary tasks and responsibilities. The researcher proposes a model of the contracting officer's environment and identifies ten relationships involving the contracting officer which appear to predominate in this environment. The 169 procurement tasks compiled by Fowler from previous research are analyzed in the context of these relationships. The researcher concludes by revising the proposed model and suggesting that it be further refined by subsequent field validation.

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I. INTRODUCTION

A. PURPOSE OF THE RESEARCH

The acquisition of goods and services by the United States Government dates from the earliest days of our nation. The role of the contracting officer has evolved over that period from one of simply an intermediary between supplier and consumer to that of a sophisticated manager of requirements and resources. Similarly, the nature of the environment in which the contracting officer operates and functions has also evolved, with the purchase of basic supplies being somewhat overshadowed by the acquisition of complex, expensive weapon systems.

In the execution of his many and varied duties and responsibilities, the present-day contracting officer must interact with a variety of individuals and organizations, both directly and indirectly. Many of these relationships are essential to the successful accomplishment of his tasks, while some are presumably of secondary importance, if not altogether superfluous.

The purpose of this research effort is to identify, to the extent practicable, these various relationships, to analyze their characteristics (including precedence and commonality, if applicable), and to determine how each

affects the contracting officer's accomplishment of his primary tasks and responsibilities.

B. RESEARCH QUESTIONS

The following specific questions were addressed during this study.

1. Primary Research Question

What are the principal relationships of the contracting officer in the Federal Government, and how are the contracting officer's responsibilities accomplished through these relationships?

2. Subsidiary Research Questions

- * What are the principal relationships in which contracting officers in the Federal Government are involved?
- * What are the primary characteristics of these relationships?
- * Can these characteristics be categorized and ordered into a hierarchy, and can they be further classified (e.g., either common or unique)?
- * What are the primary tasks and responsibilities of contracting officers in the Federal Government, and how are these accomplished within the context of contracting officer relationships?

C. RESEARCH METHODOLOGY

The informational research methodology employed in this study was composed of three primary efforts.

1. Literature Review

An extensive review of the literature was conducted primarily with materials obtained through the Dudley Knox

Library and the Department of Administrative Sciences
Library at the U.S. Naval Postgraduate School, the Defense
Logistics Studies Information Exchange (DLSIE), and the
National Contract Management Association (NCMA). Additional
materials were provided to the researcher by his thesis
advisor, Dr. David V. Lamm, CPCM.

Throughout the literature review it was apparent that there has been little generic study of the nature of the contracting officer's relationships per se, although much has been written concerning his sources of authority, responsibilities, professional development, and similar topics which presuppose the existence of such relationships.

2. Analysis of Previous Research Findings

During the course of the literature review it was discovered that considerable recent research has addressed the identification and classification of procurement tasks. Of particular note are the 157 procurement task statements identified by the Federal Acquisition Institute (FAI) [Ref. 1], the 12 added by the Department of Defense Acquisition Enhancement (ACE II) Study Group [Ref. 2:p. 2-C-2-17], and the procurement task classification scheme developed by Fowler [Ref. 3].

The findings of these researchers were analyzed in the context of the contracting officer. Specific attention was directed to identifying the relationships inherent in these tasks, the characteristics of these relationships, and

the relative (i.e., primary, secondary, or insignificant) importance of each relationship to each procurement task (to the extent that these could be determined).

3. Feedback from Field Practitioners

Personal and telephonic interviews were conducted with selected contracting officers in various organizations throughout the Federal Government in order to augment the information obtained from the literature search and research analysis. Although their opinions are not necessarily representative of those of all contracting officers, their comments served to provide individual perceptions of typical contracting officer relationships. In addition, they were able to illustrate, through personal experiences, the wide variety of relationships in which contracting officers are involved.

D. SCOPE, LIMITATIONS, AND ASSUMPTIONS

The main thrust of this study is the nature of the relationships involved in the contracting process, with emphasis on the contracting officer's perspective. The study will be limited to an examination of both Department of Defense (DoD) and non-DoD contracting officers within the Federal Government, with non-governmental contracting officers and purchasing agents considered only in general terms. The intent of the research is to compile a list of the principal relationships to which the Federal Government contracting officer is a party, to structure them into an

illustrative model, and to relate them to his primary tasks and responsibilities.

For the purposes of this study, it is assumed that the reader is somewhat familiar with the terminology and procedures found in the contracting environment within the Federal Government. In addition, it is assumed that no list of tasks and relationships concerning such a dynamic and complex field is all-inclusive, but that the principal tasks and relationships, through their importance and/or frequency of occurrence, can be identified.

E. DEFINITIONS AND ABBREVIATIONS

Throughout the literature in the field, the terms

"procurement," "acquisition," and "contracting" are often

used interchangeably. Although important distinctions may

exist among these terms in certain contexts, they will be

considered to be synonymous for the purposes of this study.

Similarly, the terms "program manager" and "project manager"

will be assumed to be equivalent, although differences in

the use of these titles may be encountered in the field.

Abbreviations used in this report will be identified and defined when they first appear in the text.

F. ORGANIZATION OF THE STUDY

In order to understand the overall environment in which the contracting officer operates, a brief overview of the history of the contracting function within the Federal

Government is presented in Chapter II. Included is an examination of the theoretical basis of this study and the importance of identifying and understanding the contracting officer's relationships, followed by a discussion of the structure of the research analysis.

In Chapter III, the data obtained in the course of this research effort are presented. Specifically, the principal relationships which involve the contracting officer are identified and discussed. As stated previously, the professional literature concerning these relationships is limited. That which is available is summarized in this chapter and forms the basis of the subsequent analysis. A graphic model depicting the relationships identified and discussed in this chapter is also presented.

Chapter IV begins with the researcher's interpretation of the data collected as it pertains to the primary and subsidiary research questions. To this end, the relevance and significance of the data with regard to the research objectives will be discussed. In addition, the procurement tasks compiled by Fowler [Ref. 3:pp. 76-85] (presented as Appendix A) will be analyzed for the relationships they represent. The results of this analysis are presented in tabular and graphic form in Chapter IV, and the detailed analysis of each of the procurement tasks is included as Appendix B.

Finally, Chapter V presents the conclusions and recommendations of the researcher. Included are answers to the primary and subsidiary research questions, a summary of the findings, and some suggestions for further research.

II. BACKGROUND

A. INTRODUCTION

Contracting officers cannot personally accomplish everything necessary to award and administer Government contracts. In order to understand the overall environment in which the contracting officer operates, a brief overview of the history of the contracting function within the Federal Government is presented in this chapter. Also included are an examination of the theoretical basis of this study and the importance of identifying and understanding the contracting officer's relationships, followed by a discussion of the structure of the research analysis.

B. HISTORICAL PERSPECTIVE

Throughout its history, the United States has relied predominantly on private enterprise as its principal source of materials and services necessary to sustain the nation during both war and peace. Although some war materials have been supplied by Government entities such as arsenals and shipyards, at no time have the Armed Forces been fully independent of the private sector to supply their needs. Food, clothing, and ordinary necessities have invariably been obtained through contractual arrangements with private suppliers. [Ref 4:p. 14]

From the earliest days, the contracting officer has played an integral role in this procurement process. During the American Revolution, the Continental Congress authorized General Washington to appoint both a Commissary General and a Quartermaster General to obtain needed food and supplies, respectively. In June 1775, Congress authorized Washington to ". . victual at continental expense all such volunteers as have joined or shall join the united Army." [Ref 5] General Washington appointed Joseph Trumbull of Connecticut as the first Commissary General, responsible for procuring and distributing food supplies. Trumbull has been called the nation's first contracting officer. [Ref 4:p. 16]

The methods of procurement used during these early years were decidedly inefficient:

Procurement . . . was accomplished in a number of ways. Congress through its Board of War contracted directly for some supplies. The Commissary General and the Quartermaster General each contracted directly for supplies. When the administrative burdens proved too great, the generals were provided with assistants who were authorized to contract on behalf of the Continental Congress. These assistants . . . were compensated by commissions on the value of the purchases that they made. Additionally, these early contracting officers utilized their own credit and were personally liable for the debts they incurred by their purchases.

As might be expected, this system did not result in the lowest prices. Nor did the compensation from camp following merchants called "sutlers," who outbid the army agents for scarce supplies and later sold them at exorbitant prices to the poorly supplied soldiers, help control costs. [Ref. 4:p. 16]

Congress recognized the system's shortcomings and, in 1781, enacted the first procurement reform legislation.

Robert Morris was appointed the Superintendent of Finance, consenting to the appointment on the condition that he not be required to relinquish his substantial private business interests. His impact on military procurement was positive and immediate:

. . . He cajoled Congress to centralize the procurement function, to grant authority to dispose of excess material, to finance purchases of needed supplies at locations where there were shortages, and to introduce competitive contracting in place of agents on commission.

Morris managed the supply system by controlling the activities of existing quartermasters and purchasing agents as well as contracting for supplies on his own authority. The result was a dramatic improvement in the contracting situation, albeit far from perfect. Morris's system worked well enough to allow Washington's Army to proceed with the Yorktown campaign in the Fall of 1781, marking the end of the Revolution. [Ref. 4:p. 17]

During and after the Revolutionary War, the procurement system remained under civilian control. Contracting agents, who were also civilians, were largely dissociated from the units they supported, as most contracts were let from a centralized organization. When factors of time or location required the appointment of a purchasing agent in the field, he was generally responsible to a regional procurement agent rather than a military chain of command.

Alleged misconduct by congressmen attempting to use their positions to secure favors for private associates and enterprises led to the Procurement Act of 1809. This act required the use of "formal advertising" in Government procurement, but allowed the use of "open purchase" or "advertising for proposals" at the contracting officer's

discretion. "Open purchase" simply meant going out on the open market to buy whatever was needed. [Ref. 6:pp. 15-16]

The use of formal advertising became mandatory with the passage of the Civil Sundry Appropriations Act of 1861.

Under this act, the only exceptions to formal advertising were purchases of personal services, public exigencies, and "impracticability of competition." [Ref. 6:p. 16]

During World War I, President Wilson created a War Industries Board to deal with purchasing problems as they arose. This and similar boards were formed to coordinate procurement actions among the various bureaus and agencies for whom the contracting officers procured goods and services. As a result, individual contracting officers were freed of many constraints, and high-level review authorities sought to coordinate their activities. [Ref. 4:p. 22]

In the 1930s, President Roosevelt consolidated almost all purchasing into the Procurement Division of the Treasury Department. Interestingly, such a consolidated, centralized procurement division had been envisioned by Alexander Hamilton in the 1790s [Ref. 6:p. 16]. Standardized forms, detailed regulations, and an explosion of new socio-economic policies simultaneously centralized and complicated the role of the contracting officer:

Thus, the contracting officer of the late 1930s was more likely to be a civilian than his predecessor, more burdened with a growing body of procurement regulations, and subject to closer control by his agency head. [Ref. 4: p. 23]

Shortly after the attack on Pearl Harbor, an executive order established the War Production Board, granting it extraordinary powers over Government procurement:

. . . It [the Board] established rules for negotiated contracts, for the allowance of costs, for the government financing of war production plants, for price revisions, for renegotiations and terminations under many circumstances, and for the expeditious use of simple letter contracts. [Ref. 6:pp. 16-17]

In addition, a Procurement Policy Board had continuously reviewed the contracting process throughout the war and corrected problems it discovered by recommending regulatory changes. Following the war, the Procurement Policy Board became the committee which drafted legislation enacted as the Armed Services Procurement Act of 1947 [Ref. 4:p. 24]. This act, along with the Federal Property and Administrative Services Act of 1949, are the basic laws controlling the Federal Government's procurement of supplies and services [Ref. 6:p. 17].

Changes to contracting procedures since the late 1940s have been accomplished largely through the promulgation of regulations by various governmental bodies. For example, the DoD regulations included the Armed Services Procurement Regulation (ASPR), Army Procurement Procedures (APPs), Navy Procurement Directive (NPD), and the Defense Acquisition Regulation (DAR) [Ref. 4:p. 25]. With implementation of the Federal Acquisition Regulation (FAR) in April 1984, however, agency-level regulations were made subordinate to the broader policy [Ref. 7:p. 46].

At the same time, a variety of events prompted adamant calls for Government procurement reform, particularly within the Department of Defense. Allegations of defective pricing, product substitution, poor quality, and other incidents (often referred to collectively as "procurement fraud") resulted in a plethora of new laws, regulations, and echelons of oversight. While the magnitude of the actual problem was undoubtedly far less than that presented in the media and perceived by the public, the consequences were significant:

. . . The contracting officer, who previously had to learn a concise and stable body of statutory law and regulation, now had to cope with a constantly changing body of regulatory law. This condition persists today.

The post-World War II era provides the baseline against which the current trends are measured. Today, the DoD contracting officer is usually a career civil servant. The maintenance of large peacetime forces keeps contracting officers busy with significant acquisition challenges and a large acquisition organization within which to work.

. . . To an extent, the recent surge of procurement statutes and regulations has obscured and diminished the historical preeminence of the contracting officer. [Ref. 4:p. 25]

Today, more than ever before, the world of contracting officers in the Federal Government is a complex, turbulent one. As stated previously, they cannot personally accomplish everything necessary to award and administer Government contracts. To successfully accomplish their assigned tasks, therefore, it is imperative that the other parties involved in the process be known and understood.

C. THEORETICAL FRAMEWORK

The Federal Acquisition Regulation (FAR), Subpart 1.6, states:

Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In order to perform these responsibilities, contracting officers should be allowed wide latitude to exercise business judgement. Contracting officers shall --

- (a) Ensure that the requirements of 1.602-1(b) have been met, and that sufficient funds are available for obligation;
- (b) Ensure that contractors receive impartial, fair, and equitable treatment; and
- (c) Request and consider the advice of specialists in audit, law, engineering, transportation, and other fields, as appropriate. [Ref. 8:1.602-2]

The FAR, therefore, clearly recognizes the importance of the contracting officer interacting with specialists from other fields to accomplish his duties, and in fact directs him to do so.

Further, the FAR specifies some of the relationships which are deemed to be significant to the contracting officer's role (e.g., "audit, law, engineering, . . ."), but neither it nor other regulations offer a comprehensive list of parties essential to the contracting process. Indeed, the identification of the significant players is quite probably left intentionally open-ended to provide the contracting officer with the flexibility he needs to adapt his contacts to specific situations as they develop. The

realm of the contracting profession is so broad, and the variety of contracting officer's duties so extensive, that no such list could cover all eventualities:

. . . The difficulty is that . . . the award, supervision, and approval of contract performance is exceedingly complex and subject to differing standards depending on the type of contract and the agency which granted it. An additional complicating factor is the recognition that the contracting officer functions as part of an acquisitions team. Finally, the guidelines provided by the procurement regulations are themselves ambiguous and less than comprehensive. [Ref. 9:p. 460]

While the relationships are generally not specified by law or regulation, those which predominate in practice can presumably be identified through observation.

Recognizing that the contracting officer's relationships are important and presuming that they can be identified, another question that arises is one of magnitude: How important are each of these relationships to the performance of the contracting officer's assigned tasks? Such a question presupposes that the contracting officer's tasks can themselves be identified. Fowler's work in this area [Ref. 3] yielded a list of 169 procurement tasks, which he further endeavored to classify in accordance with the Berliner classification scheme. The list of procurement tasks compiled by Fowler is included as Appendix A to this report. If this list is accepted as comprehensive (or at least substantially so), a systematic assessment of the importance of each of the contracting officer's principal relationships to these tasks can be undertaken.

D. STRUCTURE OF THE ANALYSIS

A comprehensive literature review revealed that little has been written on the subject of the contracting officer and his relationships. Cooper observed that "the public administration literature has generally ignored the topic except as an adjunct of military affairs or science and technology policy." [Ref. 9:p. 459] That which has been written on the subject does not attempt to analyze the relationships in terms of their relative importance.

As a result, this research effort has taken the form of developing a theoretical model and analyzing that model based largely on the researcher's interpretation of the available data concerning the contracting officer and his environment. This study does not purport to be a definitive analysis, but rather is designed to form the basis of additional research. It is an attempt to contribute to the existing body of contracting knowledge:

. . . the evolution of contracting into a mature science can only occur with the careful identification of its underlying principles integrated into a systematic theory, rigorously tested and constantly challenged. With this base, theorists and practitioners can begin to explore and build the sound theoretical foundation necessary for contracting science activities: data collection, evaluation, analyses and prediction. [Ref. 10:p. 2]

The analysis begins with the presentation of the data obtained in the course of the research. The principal relationships suggested by the data are identified and their characteristics discussed. From this discussion, an overall

model of the contracting officer's environment with respect to these relationships will be proposed and illustrated.

Next, each of the procurement tasks identified by Fowler will be examined in the context of these relationships to determine the importance of each relationship to that task. Because of the subjectivity of this process and the wide variety of legitimate interpretations possible, the categories of importance assigned by the researcher are necessarily broad, i.e., a specific relationship will be determined to be of primary, secondary, or insignificant importance to a particular procurement task.

The results of this analysis will then be compiled and depicted graphically. Next, these observations will be compared to the model to determine if the latter is supported by the derived data. If not, the model will be refined to incorporate the results of the analysis. Finally, answers to the primary and subsidiary research questions will be derived to the extent possible, and appropriate conclusions and recommendations will be suggested.

E. SUMMARY

The environment in which the Federal Government contracting officer operates is an extremely complex and dynamic one. In the course of performing his many and varied duties, he must interact with a variety of individuals and activities. It is these interactions, or

relationships, that will be examined in this research effort. The next chapter identifies the most prominent of these relationships, discusses some of their primary characteristics, and proposes a model which illustrates both their structure and their magnitude from the perspective of the contracting officer.

III. DATA PRESENTATION

A. INTRODUCTION

The professional literature in the contracting field concerning the contracting officer and his relationships is quite limited. That which has been written on the subject is summarized in this chapter, with the objective of identifying and describing those relationships which are most prevalent in practice. From this discussion, a proposed model of the contracting officer's environment with respect to these relationships is presented and forms the basis of the subsequent analysis.

B. LITERATURE SUMMARY

While the literature does not generally include attempts to identify and list the primary relationships to which the Federal Government contracting officer is a party, there are at least three significant exceptions. These are discussed briefly below, and the relationships identified in each are presented. It should be noted that none of these sources claims that its list is comprehensive.

1. Federal Acquisition Regulation (FAR)

Chapter II included an excerpt from Subpart 1.6 of the FAR which enumerated the responsibilities of contracting officers. Specifically identified or suggested among these

responsibilities are the contracting officer's relationships with:

- * Financial Authorities
- * Contractors
- * Auditors
- * Legal Personnel
- * Engineers
- * Transportation Specialists

"and other fields, as appropriate." [Ref. 8: 1.602-2]

2. American Bar Association (ABA)

The report of the Ad Hoc Committee on the Role of DoD Contracting Officers from the ABA's Section of Public Contract Law contains several topics which are pertinent to this research effort. Among these is a description of the nature and niche of contracting officers, including this discussion of "the contracting officer's support team":

Within [the contracting officer's] organizational element a number of individuals perform similar special functions. These specialists may either be subordinates of or in direct support of the contracting officer. They assist with contract negotiation, contract administration, small purchases, price analysis, production surveillance (by industrial specialists), quality assurance, and financial analysis. [Ref. 4:p. 32]

The report goes on to identify and discuss the following members of the contracting officer's support team:

- * Contract specialists, administrators, and negotiators
- * Price analysts
- * Industrial specialists
- * Quality assurance representatives (or "inspectors")

and other personnel whose areas of expertise may be required by the specific situation [Ref. 4:pp. 32-34].

In addition, the committee identifies a variety of "governmental personnel and organizations . . . involved in the contracting process, separate from the contracting officer's own organization." [Ref. 4:p. 41] Included among these are:

- * Program Managers
- * Engineers
- * Disbursing and Certifying Officers
- * Attorneys
- * Auditors
- * Competition Advocates [Ref. 4:pp. 41-51].

Further, the ABA report states that "DoD contracting officers hold a significant relationship with defense contractors." [Ref. 4:p. 51] This is followed by a brief discussion of applicable standards of conduct, but little more is said about the nature of the contracting officer-contractor relationship.

Finally, the committee characterizes the contracting officer's relationships in broad terms:

Today's DoD contracting officer generally is a functional specialist in a matrix organization. Contracting officers in major procurements are responsive to two separate chains of authority, one for program management and one for contracting. They must work in harmony with a large number of other functional specialists over whom they have no direct control. This diffusion of authority within the acquisition organization makes the contracting officer's role and that of other contracting specialists a complicated one. [Ref. 4:p. 52]

They also observe that some contracting officers have broad systems responsibility, while others perform narrow, highly specialized functions [Ref. 4:p. 53]. Accordingly, the particular relationships which apply and the extent to which these are important may vary across a broad spectrum.

3. National Contract Management Association (NCMA)

The Procurement Process, a training manual in the NCMA's Active Procurement Program Library, states:

Federal procurement activities interface with various using agencies and with other activities having an interest in the materiel support function. The using agencies are the "customers," who establish the demand and state the requirements. The other interfaces are technical and legal. [Ref. 6:p. 33]

The manual goes on to identify "the external organizational relationships of a federal agency purchasing activity" with the disclaimer that the list includes, but is not limited to, the following:

- * The agency comptroller and budget officer
- * The agency inspector general
- * Authorizing, appropriating, and oversight committees of the Congress
- * The General Accounting Office
- * The Defense Contract Audit Agency (for DoD)
- * The Office of Management and Budget
- * The Office of Federal Procurement Policy
- * The Small Business Administration
- * The Boards of Contract Appeals
- * The U.S. Court of Claims and the District Courts [Ref. 6:pp. 33-34].

C. PRINCIPAL CONTRACTING OFFICER RELATIONSHIPS

The relationships identified in the previous section, along with others inferred both from the literature search and from interviews with numerous contracting professionals, were examined by the researcher and evaluated with regard to their presumed criticality to the accomplishment of the contracting officer's tasks and responsibilities. Those selected for inclusion in the proposed model of the contracting officer's environment are identified below, along with a brief discussion of the nature and characteristics of each.

1. Contracting Officer-Contractor

Arguably, the most important relationship to which the contracting officer is a party is the one between him and the contractor. Indeed, it is his very raison d'etre, since it represents the "buyer-seller" relationship which is fundamental to the contracting officer's existence.

A great deal has been written about the proper conduct of relations between the contracting officer and the contractor, both in the pre-award and post-award phases of the contracting cycle. The relationship is derived largely from statutes, regulations, and judicial and quasi-judicial decisions [Ref. 11:p. 3]. The contract between buyer and seller (i.e., between the contracting officer acting on behalf of the United States and the contractor) forms the basis of the relationship.

Subpart 2.1 of the FAR defines a contract as

. . . a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. [Ref. 8: 2.101]

In other words, the contractual instrument is utilized as the vehicle by which a legally binding relationship is formed between the immediate parties to the contract, and

. . . by agreement as to the clauses contained within the contract, both parties assume and acknowledge duties and responsibilities which must be carried out. In addition, failure to carry out stated responsibilities by either party may result in the injured party exercising administrative or judicial rights leading to recoupment of damages or a release from the legal relationship.

It also must be recognized that statutory relationships exist between the Government and prime contractors because Federal procurement law applies to those engaged in the Federal procurement process simply because it is the law. While it is customary to include statutory requirements as mandatory contract clauses within the contractual instrument, the duties, responsibilities and rights provided for in a Federal procurement statute apply whether specifically designated by the contractual instrument or not. [Ref. 12:p. 38]

In essence, the relationship between the contracting officer and the contractor may be categorized as a formal, legally enforceable one which is based on an extensive amount of legislation and regulation. The contract is the written instrument which forms the foundation of the relationship, although the relationship is not dictated or limited solely by the contract. It is because of the existence of the contracting officer-contractor relationship that the other relationships themselves exist.

2. Contracting Officer-Customer

Just as the relationship between the contracting officer and the contractor is fundamental to the former's existence, so too is that of the contracting officer and the activity for whom he is conducting the procurement. In many cases, this "customer" is the program manager, the DoD official with overall responsibility for systems acquisition under a major defense acquisition program. Other customers include various using agencies and activities in the field who have the responsibility, authority, and resources to purchase goods and services with appropriated funds, but who lack the authority to enter into contractual arrangements with industry to obtain them. Such contractual arrangements remain the province of the contracting officer. [Ref. 4: pp. 41-42]

The relationship between contracting officer and customer is that of agent and client. In the case of the program manager, the basis of the customer's authority is a charter signed by the head of the agency. This delegation provides the program manager the authority to direct other Government officials, including the contracting officer, in activities specifically related to the program objectives [Ref. 4:p. 42]. Customers other than program managers act with similar delegated authority, manifested through their control of budget resources.

Several possible types of formal relationships may exist between the customer and the contracting officer, depending on the structure of the organization. The contracting officer may work in the contracting division but provide support directly to the customer on a full- or parttime basis. Similarly, the contracting officer might work in the customer's organization while continuing to report to the head of the contracting division, or he may report directly to the customer. Finally, the customer may in some cases be designated as the contracting officer himself, but this is not commonly done in DoD. The nature of the contracting officer-customer relationship is influenced by this structural association. [Ref. 4:pp. 42-43]

The division of management authority and contractual authority between customer and contracting officer has been the subject of significant interest and critical comment:

The criticism tends to divide into two broad camps. One view is that the contracting officer should be the one to exercise the government's "business judgement." The other view criticizes divided responsibility and sees the program manager as the proper official to exercise "business judgement." Both sides base their criticism on the proposition that the authority and discretion to make business decisions should reside in a single individual.

[Some] view this tension as a useful condition, with the program manager and the contracting officer providing a reciprocal "check and balance." The tension provides a balance between the program manager whose focus is on program success and the contracting officer who is closely attuned to the legal and regulatory constraints which attend the contracting process. [Ref. 4:p. 43]

Two important characteristics are found in the relationship between the contracting officer and the

customer. First, the contracting officer, with his special knowledge, skill, and training, serves as an advisor to the customer on contract matters. Second, the contracting officer serves as the vehicle through which the customer can obtain goods and services and, as a result, is instrumental in implementing management decisions through the contracting process.

A survey by the ABA's Ad Hoc Committee on the Role of DoD Contracting Officers

the program manager has grown more powerful in the contracting process at the expense of the contracting officer. This may be particularly evident in high technology procurement where the program manager is likely to have a firmer grasp of the critical technical issues than the contracting officer. It is also a natural consequence of a matrix organization wherein there are two distinct lines of authority, program authority and functional specialist authority. [Ref. 4:p. 44]

The contracting officer remains dependent on the customer as the basis of his workload and funding, while the customer relies on the contracting officer both for contract advice and execution.

3. Contracting Officer-Support Team

As cited earlier, the ABA report on the Role of DoD Contracting Officers identifies and discusses the following members of the contracting officer's support team:

- * Contract specialists, administrators, and negotiators
- * Price analysts
- * Industrial specialists
- * Quality assurance representatives (or "inspectors")

and other personnel whose areas of expertise may be required by the specific situation [Ref. 4:pp. 32-34]. While they perform somewhat different roles, they share in common the fact that each is either subordinate to or in direct support of the contracting officer. In fact, they are usually the only persons who work for the contracting officer rather than with him.

The principal category of support team members includes contract specialists, contract administrators, and contract negotiators:

These employees are generally GS 1102 series civil servants (contracting officers in training). Their titles vary depending on whether they perform primarily preaward duties (negotiator), post award duties (administrator), or combined duties (specialist). Typically, three to ten of these lower level contract specialists work directly for a warranted contracting officer. Contract specialists do most of the routine work, including processing correspondence, initiating and responding to inquiries, drafting contractual documents, and most other day-to-day duties nominally assigned to the contracting officers. However, contract specialists act under the supervision of a contracting officer who directs and reviews their activities and signs important correspondence. For most purposes, the contract specialist is the alter ego of the contracting officer, the crucial distinction being that the contract specialist lacks a contracting warrant and all the actual authority that a warrant embodies. [Ref. 4: p. 32]

The second significant category among the members of the contracting officer's support team are price analysts, which are also GS 1102 positions. Price analysts use cost and pricing data, historical prices, audit reports, technical evaluations, and future projections to judge whether contractor-proposed costs and prices are reasonable

[Ref. 8: 15.805] Unlike contract specialists, a price analyst generally does not work directly for a particular contracting officer. Instead, a team of price analysts usually supports several contracting officers, "responding to individual requests and coordinating input from other technical and audit agencies." [Ref. 4:p. 33]

The third member of the contracting officer's support team is the industrial specialist, part of the GS 1005 series:

Their primary functions are to analyze and monitor the capability, capacity and output of manufacturing facilities. Generally, industrial specialists do not work directly for individual contracting officers. However, they are generally part of the contracting activity, responding to specific requests for assistance and providing routine reports of their monitoring activities. In their advisory role, industrial specialists provide the factual bases for the contracting officer's decisions on matters such as contractor responsibility and the reasonableness of delivery schedules. In their monitoring role, the industrial specialist act [sic] as the contracting officer's eyes and ears in the manufacturing plant. They regularly contact a contractor's employees to monitor production progress and to discover problems. [Ref. 4:p. 33]

A fourth category of support is provided by quality assurance representatives (QARs), or as they are more commonly known, "inspectors". On some contracts, the inspector may be a Government employee from the requiring activity, such as a Contracting Officer's Representative (COR), or a representative of the agency or command for which the procurement is being made. On larger contracts, however, there will typically be a team of Government

inspectors who specialize in quality assurance. Quality assurance personnel, though, are more than mere inspectors:

Those assigned to the PCO's [procuring contracting officer's organization obtain specifications from the technical activity, recommend to the contracting officer what quality assurance provisions should be incorporated into the contract, and coordinate with the ACO [administrative contracting officer] regarding quality surveil-The quality assurance personnel at the ACO's organization monitor the contractor to ensure that it is providing required quality control and that the product delivered meets the contract requirements. While accepting a contractor's performance is the contracting officer's responsibility, acceptance of supplies is routinely delegated to quality assurance personnel. quality assurance personnel advise the contracting officer, provide regular reports to him, and most importantly, accept supplies and services.

Government Quality Assurance Representatives are government employees with whom the contractor has frequent contact. Contractors with any significant volume of defense business will have a DCAS [Defense Contract Administrative Services] inspector residing in their plant. Smaller manufacturers and service and construction contractors are likely to have daily contact with their inspectors at the site of work. This constant contact makes the government inspector privy to much of what the contractor knows about its day to day operation. [Ref. 4: pp. 33-34]

Other specialists may be included in the contracting officer's support team, depending on the nature of both the contract and the contractor. For example, financial analysts take part in pre-award surveys to assess the financial strength of potential contractors and their need for financial assistance such as progress payments. Small and Disadvantaged Business Utilization Specialists (SADBUs) serve as advocates for socio-economic programs within the contracting activity. Industrial property management specialists account for Government-owned property in the

possession of contractors. Government employees in each of these areas provide the contracting officer with needed support services. [Ref. 4:p. 34]

4. Contracting Officer-Supervisor

Another relationship which plays a prominent role in the environment of the Government contracting officer is that which he shares with his supervisor. Depending on the contracting officer's position in the organization, this supervisor could be a more senior contracting officer, the Director of Contracts, or the Head of the Contracting Activity (HCA). In addition, there may be other individuals in the organization who can influence the actions of the contracting officer without falling specifically into his "chain of command", particularly program managers operating under the matrix structure.

The Secretary of Defense and the military service secretaries possess the express statutory authority to redelegate their powers to lower level agency employees:

Authority and responsibility to contract for authorized supplies and services are vested in the agency head. The agency head may establish contracting activities and delegate to heads of such contracting activities broad authority to manage the agency's contracting functions. Contracts may be entered into and signed on behalf of the Government only by contracting officers. In some agencies, a relatively small number of high level officials are designated contracting officers solely by virtue of their positions. Contracting officers below the level of a head of a contracting activity shall be selected and appointed under 1.603. [Ref. 8: 1.601]

Typically, an agency's regulations grant the HCA the authority to make contractual decisions deemed too important

to be granted to individual contracting officers (based, for example, on certain dollar thresholds), as well as the authority to appoint contracting officers through the warrant system. Thus, at the HCA, delegation of contracting authority by regulation ends and delegation by warrant begins.

The fact that an official holds a higher-ranking position than the contracting officer does not necessarily mean that the superior can act with the contracting officer's authority and authorize changes to a contract, however. In addition, since responsibility for issuing a final decision on contractor and Government claims under the Contract Disputes Act rests with the contracting officer, his supervisor ordinarily has no authority to render a final decision or to order the contracting officer to decide a claim in a particular way. [Ref. 13:p. 5]

On the other hand, there are situations in which the contracting officer must obtain the concurrence of his superiors before proceeding with a contractual action. The ABA report on the Role of DoD Contracting Officers notes that this trend is on the rise:

High level reviews in the form of business clearance or boards of award are placed on individual contracting officers. These procedures require a contracting officer to obtain the review and approval of a high level official or committee prior to taking personal action on a contract issue. The number of actions requiring such approvals is increasing. The purpose of such reviews is to "monitor" the business judgement of an individual contracting officer by a team whose position of authority or expertise (legal and accounting) qualify them to pass judgement.

These procedures apply to most actions, including final decisions of disputes, which exceed a set dollar threshold.

Sound business judgement, as well as poor judgement, can be discouraged by these reviews because higher level approvals or justifications discourage creative actions by contracting officers that challenge conventional wisdom. The likelihood of a contracting officer taking innovative actions can be significantly reduced. [Ref. 4:pp. 78-79]

The significance of the contracting officersupervisor relationship, therefore, depends largely on the
sizes and types of contracts for which the contracting
officer is responsible. In cases of small purchase or other
low-dollar procurements, the supervisor's role may be
largely administrative. When major weapon systems are
being acquired, however, it is unlikely that the contracting
officer will be able to exercise the autonomy which was once
his privilege.

5. Contracting Officer-Attorney

One of the contracting officer's relationships which has grown in significance, particularly in recent years, is that between him and legal personnel. Typically, Government attorneys are not part of the contracting activity, but instead report directly to senior agency management. The legal office is a resource to which the contracting officer can turn for a variety of mandatory legal reviews, as well as other legal advice.

Mandatory review by the legal office is required by numerous procurement regulations. The contracting officer will routinely consult with an attorney for review of

solicitations and proposed awards which exceed established dollar thresholds. In addition, the contracting officer may include an attorney or other legal specialist as part of the Government's preaward or contract administration negotiating team [Ref. 8: 15.805-1]. In this capacity, however, the role of the attorney remains one of advisor, since he is not a contracting officer and has no independent authority to bind the Government. [Ref. 4:p. 47]

One of the primary roles played by lawyers in the contracting environment is that of representing the Government's interests in judicial or quasi-judicial proceedings:

In contract litigation, such as disputes before the Board of Contract Appeals, the contracting officer normally is represented by agency counsel. Agency lawyers rather than contracting officers also represent the agency in protests to the General Accounting Office or to the General Services Board of Contract Appeals. In the courts, Department of Justice attorneys represent the interests of the United States. [Ref. 4:p. 47]

Numerous practitioners and observers have noted the more predominant role which attorneys play in contemporary contracting actions. They offer a variety of explanations for the trend, including the increasingly complex body of laws and regulations pertaining to procurement actions, a perceived deterioration of Government-contractor relations, and the generally litigious tendencies of society today. As a practical matter, contracting officers are either required to seek legal advice on a frequent basis, or at least find it prudent to do so.

6. Contracting Officer-Auditor

Another contracting officer relationship which has undergone extensive recent evolution is that with the contract auditor. The DoD contracting officer may interact with three principal Government audit agencies:

- * The General Accounting Office (GAO)
- * The DoD Inspector General (DoD IG)
- * The Defense Contract Audit Agency (DCAA)

In the normal course of business, however, the contracting officer deals primarily with the DCAA. [Ref. 4:pp. 47-48]

DCAA is the largest audit agency in the Federal
Government and the only agency whose primary function is
contract audit. It provides a number of services, including
audit of incurred costs on cost reimbursement contracts,
defective pricing audits, audit of contractors' proposals,
audit of contractors' accounting and financial management
systems, and advice and participation in negotiations.
[Ref. 14:para. D]

Historically, the contracting officer charged with responsibility to negotiate contracts exercised his judgement as to the need for an audit report as an aid in negotiation. Even when audit reports were requested and submitted, however, the contracting officer used his judgement freely in deciding whether to follow, ignore, or reject the auditor's recommendations.

In 1964, the Secretary of Defense issued a memorandum which required contracting officers to request audits in cases where contract proposals exceeded \$250,000. Further, it provided that, in cases where the contracting officer failed to accept an audit recommendation, the auditor was to report the situation to his superiors. Thus, the contracting officer was placed in the position of having to be prepared to defend his actions whenever he chose not to accept an audit recommendation. Essentially, the auditor, who has no decision authority, may submit advice without limitation, while the contracting officer, who has decision responsibility, must justify any failure to follow that advice.

Another recent reallocation of authority between auditors and [contracting officers] was the August 1985 decision of Deputy Secretary of Defense Taft to direct that all overhead rates would be set by audit rather than allowing some to be set by negotiation between contracting officers and defense contractors. Thus, a contracting officer now addresses overhead rates only if a contractor files a claim under the disputes process.

Many contractors responding to our study believe that while the decision making authority remains with the contracting officer, his discretion is severely limited or even, in a practical sense, eliminated by the administrative requirement to document a decision contrary to an audit report. Some contracting officers seek greater authority. One said, "Contracting officers want the final say on their work and they should perceive they have it." This dispute over allocation of power between auditors and contracting officers is likely to remain controversial, although it can hardly be contended that the restraints are beyond the power of Congress. [Ref. 4:p. 78]

In summary, therefore, it can be observed that the contracting officer has an intimate and occasionally

controversial relationship with the Government auditor.

Contracting officers are directed by regulation to obtain advice from contract auditors, and they must be prepared to defend their reasons for failing to follow such advice.

7. Contracting Officer-Engineer

Even the most basic of contracts generally include technical specifications which the contractor must meet.

Most contracting officers, however, do not have extensive formal educational backgrounds in engineering or other technical disciplines (although some acquire a degree of technical expertise through experience). As a result, the contracting officer often turns to Government engineers for those aspects of a contractual action requiring technical knowledge and skill.

Engineers prepare technical specifications, evaluate proposals from prospective contractors, and assist the contracting officer in resolving contractual issues during contract administration. Engineers are frequently appointed as contracting officers' technical representatives (COTRs) [Ref. 4:pp. 44-45]. In addition, engineers

. . . are normally authorized to (a) supervise contract performance, (b) interpret the requirements of the contract specifications, and (c) make deviations, modifications, and other engineering changes in the specifications so long as they do not affect quality, quantity, price, or delivery. Put another way, engineers have no authority to issue contract changes -- that is, to direct the contractor to continue overtime work, approve a deviation in the way the contract is to be performed, order extra work, or obligate the Govt to pay a contractor for extra work. Inasmuch as the Govt may repudiate

unauthorized actions, it may refuse to pay . . . for costs incurred in obeying an engineer's changes or directions.

The C.O. [contracting officer] or the contract itself may, of course, provide the engineer with additional authority to inspect, reject, and order replacement of defective material or workmanship, for example. Implicit in these responsibilities is the engineer's authority to direct the contractor based on his interpretation of the specifications. [Ref. 13:p. 5]

The relationship between the contracting officer and the engineer is somewhat dependent on the structure of the organization. Typically, the engineers are assigned to a separate, technically-oriented division within the agency. In the case of major systems, however, engineers may be assigned directly to the program manager's office. Other examples are engineers who work in a Government laboratory, in a separate engineering organization, or in the requiring activity itself. In some cases, the technical specialist may not be a Government employee at all, but rather an employee of another contractor with a Government consulting contract. Furthermore, engineering organizations tend to divide along technical disciplines, while a single contract may involve several engineering fields. The contracting officer may need to solicit the advice of a number of engineers from separate organizations to assist in technical matters. [Ref. 4:p. 45]

As a result of this somewhat fragmented structure, the contracting officer has a fair degree of independence in dealing with technical personnel and can exercise discretion in choosing which advice to accept. Frequently, the

contracting officer is the individual who coordinates the technical advice of two or more engineers and distills it into the Government's position [Ref. 15:p. 46]. In addition, engineers are generally concerned only with the technical aspects of the contract. Considerations such as socio-economic objectives and full and open competition remain the purview of the contracting officer.

8. Contracting Officer-Financial Officer

The relationship between the contracting officer and financial officers (also called certifying and disbursing officers) is rather straightforward. These officials are Government personnel charged with accounting for and disbursing an agency's funds. At the direction of the contracting officer, the financial officer actually pays the contractual obligations which the contracting officer has made. It remains the responsibility of the contracting officer, however, to ensure "that sufficient funds are available for obligation." [Ref. 8: 1.602-2]

Among the many functions performed by certifying and disbursing officers, two are of particular significance to contracting officers. The first of these is the commitment of funds in support of a particular contract obligation.

The second function is the examination and payment of vouchers submitted by contractors.

These duties, while relatively simple in nature, can have severe consequences if not properly performed:

In certifying the availability of funds to support a contractual obligation, the appropriate finance officer assists the contracting officer in the performance of contracting responsibilities. This regulatory duty is reinforced by significant criminal sanctions contained in the Anti-Deficiency Act. The contractor may be affected by this contracting officer/finance officer relationship should the finance officer be unable to certify the availability of funds. Absent such certification that funds are available, a contracting officer will not obligate or authorize payment of funds under a contract. [Ref. 4:p. 46]

Thus, the contracting officer-financial officer relationship is a direct, predominantly administrative one, the particulars of which must nevertheless be closely adhered to by both parties concerned.

9. Contractor-Auditor

While this relationship does not directly include the contracting officer per se, it was determined by the researcher to be of sufficient importance to the contracting officer's environment to be considered in this study. As discussed previously, the role of the Government contract auditor has in many respects assumed a preeminence over other contractual considerations.

The contracting officer is under pressure to agree with the auditor unless he can justify doing otherwise. For this reason he often chooses to delay decisions, hoping that the contractor and the auditor will be able to resolve outstanding issues. The auditor, on the other hand, has been designated as an advisor and considers that he has neither the authority nor the responsibility to negotiate with the contractor. The result is that the contractor has

difficulty finding some single individual who will negotiate substantively. His search is made more difficult because a price analyst or price analysis group may also be involved.

Another significant aspect of the relationship between contractors and contract auditors is the auditor's role in searching out and uncovering fraud, waste, and abuse in the contracting process. With the recent heightened attention to this auditor function, a significant amount of tension and sometimes animosity between contractors and audit activities has resulted. [Ref. 4:p. 50]

10. Contractor-Support Team

Another important relationship which does not directly include the contracting officer but which greatly impacts upon his environment is that between the contractor and the contracting officer's support team, the members of which were identified and discussed previously. While the members of the support team ordinarily do not have the authority to bind the Government to contractual actions or changes, they generally handle day-to-day administration of contracts for the Government and often serve as the "points of contact" between the Government and the contractor.

Typical support team duties include document preparation and initial processing of contractor requests for modifications.

[Ref. 13:p. 5]

The relationships among the contracting officer, his support team, and the contractor can become sources of

confusion and frustration for all of the parties concerned if they are not carefully managed. A particular danger is that the contractor might be faced with numerous Government officials, each acting with perceived (or "apparent") authority, but relaying conflicting guidance:

. . . in a typical large military supply contract, a manufacturer deals with a government represented by a PCO, the contract specialist, plus the PCO's own industrial specialists and quality assurance representatives. The contractor also must deal with an ACO, a contract administrator, industrial specialists and quality assurance representatives. Each of the above persons has unique responsibilities, reporting requirements and limited authority. The system seems, at first blush, to be a bureaucratic maze. [Ref. 4:p. 34]

This dilemma is echoed by Cibinic and Nash:

The numerous parties and organizations involved in contract administration often make it difficult to determine the exact authority of an officer or employee. Thus, legal problems are frequently encountered -- most often occurring when the Government refuses to recognize a contractor's alleged rights on the grounds that the contractor has not dealt with an authorized agent.

. . . contracting officers . . . are involved in a relatively small proportion of the day-to-day contract administration activities. Thus, during performance a contractor will deal primarily with Government personnel bearing titles such as project manager, technical director, engineer, inspector, contracting officer's representative, procurement specialist, contract administrator and attorney. In addition, a contractor will have formal communications, but usually significantly less direct contact, with contracting officers. [Ref. 11: pp. 22-23]

The primary impact of the contractor-support team relationship, therefore, is the degree to which it assists or hinders the contracting officer in the execution of his own duties and responsibilities.

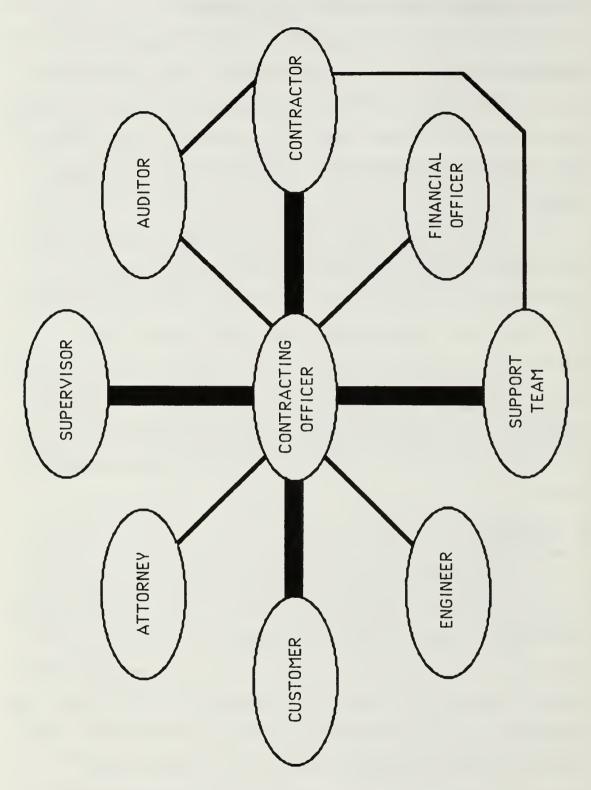
D. THE CONTRACTING OFFICER'S ENVIRONMENT

Based on the literature review and the researcher's interpretation of the available data, a proposed model of the contracting officer's environment is depicted in graphic form in Figure 1. Only the ten relationships discussed in this chapter are presented, although many more presumably exist.

The bold lines between the Contracting Officer and the Contractor, Customer, Support Team, and Supervisor, respectively, reflect the researcher's tentative conclusion that these four relationships are significantly more predominant in practice than are the remaining relationships shown. In addition, it should be noted that the relative positions of the parties in the graphic model do not necessarily reflect a hierarchical relationship among those parties.

E. SUMMARY

In this chapter, the professional literature in the contracting field concerning the contracting officer and his relationships was reviewed and summarized. Based on this review and the researcher's analysis of the available data, the ten contracting officer relationships which are the most prevalent in practice were identified and described. From this discussion, a proposed model of the contracting officer's environment with respect to these relationships was presented in graphic form. In the following chapter,



Source: Researcher's Analysis

Figure 1. The Contracting Officer's Environment

each of these ten relationships will be examined as they apply to the procurement tasks identified by Fowler, and the proposed model will be validated or modified as indicated by the analysis.

IV. DATA ANALYSIS

A. INTRODUCTION

The preceding discussion identified and described ten relationships which appear to figure prominently in the contracting officer's environment. Included was a proposed model to illustrate the relationships. In this chapter, the various procurement tasks which have been enumerated by previous researchers will be examined from the perspective of each of the relationships in the model. From this analysis, the importance of each of the relationships to the procurement tasks will be assessed, and the model will be validated or modified as required.

B. THE PROCUREMENT TASKS

Two recent research efforts endeavored to identify and enumerate the specific procurement tasks performed by contracting officers in the course of accomplishing their duties. The Federal Acquisition Institute (FAI) proposed a list of 157 such tasks [Ref. 1], and the Department of Defense Acquisition Enhancement (ACE II) Study Group identified 12 others [Ref. 2:p. 2-C-2-17]. Clark D. Fowler of the Naval Postgraduate School examined the resulting 169 tasks during a research effort to develop a procurement task classification scheme [Ref. 3]. His list is included in this study as Appendix A.

C. APPLICATION TO THE PROPOSED MODEL

In an attempt to validate the proposed model of the contracting officer's environment with regard to tasks he performs, the researcher conducted an analysis of Fowler's procurement tasks. In this analysis, each of the ten previously identified contracting officer relationships was examined in the context of each specific task. Based on this analysis, the significance of each relationship to the performance of that task was designated as one of the following:

- * Primary Importance (P) The relationship is especially vital to the successful accomplishment of the task. Each of the parties to the relationship (e.g., the contracting officer and the attorney) will usually be intimately involved in performing the task, and their ability to interact efficiently and effectively will likely have a substantial impact on the success or failure of the effort.
- * Secondary Importance (C) The relationship plays a significant but not critical role in the accomplishment of the task. The overall success or failure of the effort will probably not be dependent entirely on the existence or nature of this relationship.
- * Insignificant Importance (I) The relationship either is not particularly important or does not apply to the accomplishment of the task.

The results of this analysis are presented in matrix form in Table 1. In addition, the task-relationship worksheet, containing a detailed breakdown of each task, is included as Appendix B.

Several qualifications concerning this analysis should be noted. First, the evaluations are based on the researcher's knowledge and interpretation of each of the

TABLE 1
TASK-RELATIONSHIP MATRIX

(Sheet 1 of 3)

TASK	KO-ATT	KO-AUD	KO~KTR	KO-CUS	KO-ENG	KO-FIN	KO-SPV	KO-SPT	KTR-AUD	KTR-SPT
1	s	S	I	P	I	S	s	P	I	I
2	S	S	I	P	I	s	S	P	Ī	Ī
3	s	s	Ī	P	Ī	s	s	P	I	I
4	I	S	I	P	P	I	s	P	Ī	Ī
5	S	P	ī	P	I		S			I
						S		P	I	
6	I	S	I	S	P	I	S	P	I	I
7	P	P	S	S	P	S	P	P	I	I
8	S	S	I	P	I	P	S	S	I	I
9	S	I	S	S	S	I	S	P	I	S
10	I	P	S	I	S	I	S	P	I	I
11	P	S	S	P	P	S	P	P	S	S
12	P	S	S	P	P	S	P	P	S	S
13	S	S	P	P	S	S	S	P	S	P
14	P	I	I	S	P	I	S	S	I	I
15	P	P	P	I	P	I	S	S	P	P
16	I	I	P	P	S	P	S	P	S	P
17	S	I	s	P	S	I	P	P	I	S
18	S	s	P	P	S	P	S	P	S	P
19	S	S	P	S	S	S	P	P	S	P
20	s									
		P	P	I	I	P	. s	P	P	P
21	S	I	I	S	S	I	S	S	Ī	Ī
22	P	S	I	P	S	S	I	P	I	I
23	P	S	I	P	S	S	I	P	I	I
24	P	I	I	S	S	I	P	P	I	I
25	S	I	I	S	S	I	S	P	I	I
26	P	I	I	S	S	I	S	P	I	I
27	P	I	I	P	S	I	P	P	I	I
28	S	S	P	S	S	I	S	P	I	P
29	S	S	P	S	S	I	S	P	I	P
30	P	I	S	S	S	I	P	P	I	S
31	P	I	P	S	S	I	P	P	I	P
32	P	I	S	P	I	I	s	P	I	s
33	I	I	s	I	Ī	I	S	S	Ī	S
34	I	I	I	Ī	I	Ī	S	S	ī	Ī
35	P	Ī	P	S	I	S	S	S	I	P
36	P	Ī	P	S	ī	I	S			P
37	S	Ī	S	I				S	I	
38					I	I	S	S	I	I
	I	I	Ĭ	I	I	I	I	P	I	I
39	S	P	I	I	S	I	S	P	S	I
40	S	I	S	I	I	I	I	S	I	I
41	S	I	I	S	S	I	S	P	I	I
42	I	I	P	I	I	I	I	P	I	P
43	P	I	S	I	I	I	S	S	I	S
44	S	I	P	I	I	I	S	P	I	P
45	S	P	P	I	P	I	S	P	P	P
46	P	I	I	I	ĮI	I	S	P	I	I
47	S	S	S	I	1 _S	I	S	P	s	s
48	I	I	s	I	I	I	S	P	I	s
49	S	S	I	S	s	I	P	P	S	I
50	I	I	I	S	P	I	s	P	Ī	Ī
51	I	Ī	Ī	S	P	Ī	S	P	ī	I
52	S	S	P	I	I	I	S	P	S	P
53	S	P	S	Ī	Ī	I	S	P	P	S
54	I	P	I	T						
55	I			I	I	S	S	P	S	S
		P	I	I	I	I	S	P	S	S
56	I	S	P	I	S	I	S	P	S	P

SOURCE: RESEARCHER'S ANALYSIS

TABLE 1
TASK-RELATIONSHIP MATRIX

(Sheet 2 of 3)

TASK	KO-ATT	KO-AUD	KO-KTR	KO-CUS	KO-ENG	KO-FIN	KO-SPV	KO-SPT	KTR-AUD	KTR-SPT
57	I	S	S	I	S	S	P	P	I	
58	s	S	S	I	S	S				S
59	P	P	I				P	P	I	S
				P	P	P	P	P	I	I
60	S	S	P	I	S	S	S	P	I	P
61	S	S	P	I	S	S	S	P	I	P
62	S	S	P	I	S	S	S	P	I	P
63	I	I	P	I	I	I	S	P	I	S
64	S	S	I	s	s	S	s	P	I	I
65	I	P	I	I	I	S	S	P	S	S
66	P	I	S	P						
67					S	I	S	P	I	S
	S	I	I	S	I	I	S	P	I	I
68	S	S	P	S	S	S	S	P	S	P
69	P	S	I	S	P	P	P	P	I	I
70	S	S	I	P	S	P	P	S	I	I
71	I	I	P	I	I	I	I	S	I	I
72	I	I	P	I	I	I	I	S	I	I
73	I	Ī	I	S	I	I	S	P	I	Ī
74	Ī									
		I	I	S	I	I	S	P	I	I
75	S	I	I	S	I	I	S	P	I	I
76	I	I	P	I	I	I	I	P	I	S
7 7	P	S	P	S	S	S	P	P	S	P
78	P	S	I	S	S	S	P	P	I	I
79	S	S	P	P	s	s	s	P	s	P
80	S	S	P	S	S	S	Ī	P	P	P
81	I	I	P	S	S	I	S	P	I	P
82	S	S	S	P	S	S	S	P	I	S
83	I	I	S	I	I	I	S	P	I	P
84	I	I	S	I	I	I	S	P	I	P
8.5	P	P	I	S	P	P	S	P	I	I
86	S	S	P	S	S	S	S	P	S	P
87	I	I	P	P	I	P	s	P	I	S
88	s	S	P	S	S	S	P	P	I	P
89	I	I	I	P	P	I	S	P	I	I
90	P	P	S	P	P	P	S	P	I	S
91	S	I	P	I	S	I	S	P	I	P
92	I	I	P	I	I	I	I	P	I	S
93	P	I	P	S	I	I	I	P	I	P
94	S	P	P	P	P	S	S	P	S	P
95	I	S	S	P	P	I	I	P	P	P
96	I	s	S	I	s	I	s	P	S	S
97	I	S	s	S	S	ī	s	P	I	s
98	P	S	S	S	S	S	P	P	S	P
99	P	I	P	S	I	S	S	P	I	P
100	P	I	P	S	I	S	S	P	I	P
101	S	I	P	S	S	I	S	P	I	P
102	P	S	P	I	I	S	S	P	S	P
103	P	I	P	S	S	S	S	P	I	P
104	P	S	P	S	I	I	P	P	S	P
105	P	S	I	I	I	I	P	P	S	I
			P			I	P	P		P
106	P	S		S	I				S	
107	S	I	P	S	I	I	S	P	I	P
108	P	I	I	P	I	I	P	P	I	I
109	P	S	P	S	S	P	P	P	S	P
110	P	I	P	I	I	I	P	P	I	P
111	P	I	P	S	I	P	S	P	I	P
112	P	S	I	s	s	I	P	P	S	I

SOURCE: RESEARCHER'S ANALYSIS

TABLE 1
TASK-RELATIONSHIP MATRIX

(Sheet 3 of 3)

TASK	KO-ATT	KO-AUD	KO-KTR	KO-CUS	KO-ENG	KO-FIN	KO-SPV	KO-SPT	KTR-AUD	KTR-SPT
113	P	I	P	I	I	I	P	P	I	P
114	P	S	P	s	s	P	P	P	s	P
115	S	S	I	S	I	S	S	P	S	I
116	s	I	I	P	I	P	S	P	I	I
117	I	I	I	S	I	P	S	S	I	I
118	I	S	P	I	I	P	s	P	s	P
119	I	S	P	I	I	P	S	P	S	P
120	s	P	S	I	I	P	S	P	P	S
121	s	S	s	I	I	P	S	P	S	S
122	s	s	P	I	I	P	s	P	s	P
123	P	s	S	I	I	P	P	P	s	P
124	s	I	s	I	I	P	P	P	I	S
125	S	I	P	I	I	P	S	P	I	P
126	P	S	P	I	I	P	S	P	s	P
127	S	S	P	I	I	P	S	S	s	s
128	P	P	P	P	s	P	P	P	P	P
129	I	P	P	I	I	S	S	P	P	P
130	I	P	P	I	I	s	S	P	P	P
131	I	P	P	I	I	s	s	P	P	P
132	I	P	P	I	I	S	s	P	P	P
133	I	P	P	I	I	S	S	P	P	P
134	s	S	P	I	I	S	S	P	s	P
135	P	P	s	I	Ī	s	P	P	P	P
136	S	s	P	I	I	s	S	P	s	P
137	P	P	I	I	I	S	P	P	I	I
138	S	I	P	I	I	S	S	P	I	P
139	P	Ī	P	Ī	I	I	S	S	Ī	I
140	P	S	I	I	Ī	Ī	S	P	I	I
141	P	I	Ī	Ī	Ī	Ī	P	P	Ī	I
142	P	Ī	P	I	Ī	Ī	P	P	Ī	P
143	s	S	P	S	S	I	S	P	S	P
144	I	I	P	I	S	Ī	S	P	I	P
145	I	I	P	I	I	Ī	I	P	Ī	P
146	I	S	P	I	Ī	S	S	P	S	P
147	I	I	P	I	P	S	S	P	I	P
148	S	P	P	I	I	I	S	P	P	P
149	I	S	S	I	I	P	I	P	S	S
150	S	S	P	I	Ī	P	I	P	S	S
151	S	S	P	Ī	I	P	I	P	S	P
152	I	S	P	I	I	P	S	P	S	P
153	I	I	S	I	Í	P	I	P	I	I
154	S	S	S	I	I	P	I	P	S	I
155	s	S	P	I	I	P	I	P	S	S
156	P	P	S	I	I	I	P	S	S	S
157	P	P	S	I	I	ī	P	S	S	S
158	P	P	P	Ī	I	S	S	P	P	P
159	I	I	P	I	I	I	P	S	I	I
160	I	S	P	S	I	I	P	P	S	P
161	I	P	P	I	I	I	S	P	P	P
162	I	S	P	I	I	P	I	P	S	P
163	P	P	P	P	S	P	P	P	P	P
164	S	I	I	P	I	I	P	P	I	I
165	P	ī	I	P	I	I	P	S	I	I
166	I	Ī	I	S	I	P	P	P	I	I
167	I	P	I	P	I	I	S	P	I	I
168	I	I	P	P	S	P	S	P	I	P
169	P	I	P	I	I	I	S	P	I	P
	•	-	-	_	_	_	2	Ľ	1	-

SOURCE: RESEARCHER'S ANALYSIS

tasks and relationships, based on formal education and extensive research in the field. They are not, therefore, to be interpreted as authoritative, but rather are intended to be both an analytical tool in support of this study and a guide for further research and discussion.

Another important consideration is the wording of the task statements themselves. They are generic and often imprecise, and Fowler notes that they "are not very well written" in a systematic sense [Ref. 3:p. 62]. For this reason, they are open to a wide range of interpretations, no one of which is necessarily correct.

Further, the analysis presumes to assign equal weight to each of the procurement tasks. In fact, some of the tasks are of greater importance than others in the acquisition of goods and services. In addition, some are complex and time-consuming in nature, commanding a much greater amount of the contracting officer's resources than do others. For example, Task 63, "Request best and final offers," is a brief but critical step in the process, while Task 7, "Prepare source selection plans," is no less critical but significantly more time-consuming. This analysis does not differentiate among tasks based either on their criticality or the time required to perform them.

Finally, the field of contracting is an extremely broad and diverse one. Procurement spans the spectrum from small purchases to the acquisition of enormously expensive weapons

systems. To generalize concerning the nature of specific relationships for specific tasks in such a wide-ranging area is difficult and necessarily simplistic.

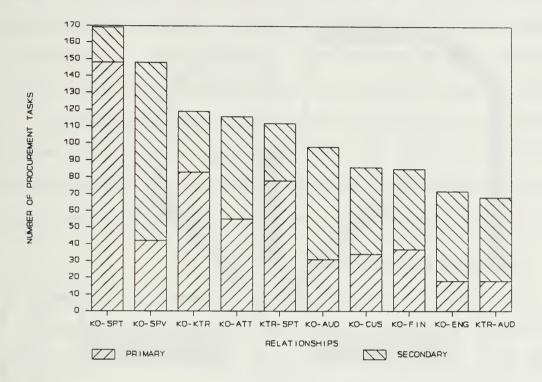
Although the methodology of this analysis may be crude, the general trends identified are presumably indicative of the predominant state of the contracting officer's world. Those relationships which are repeatedly judged to be of primary importance in the accomplishment of contracting tasks are likely to prevail in practice. To the extent that patterns emerge, the research effort is justified.

D. INTERPRETATION OF THE ANALYSIS

The results of the task-relationship analysis, depicted graphically in Figure 2, reveal that there are significant differences in the importance of the various relationships to the accomplishment of contracting tasks. Several of these results were predicted by the model, but others were not.

By far the most significant relationship with regard to these tasks is that between the contracting officer and his support team. As discussed in the previous chapter, the members of the support team serve as the contracting officer's "eyes and ears", and it is from this team that the contracting officer receives much of his technical and administrative support.

Also appearing prominently is the relationship between the contracting officer and his supervisor. A preponderance



Source: Researcher's Analysis

Figure 2. Frequency of Significant Relationships

of the data points show this relationship in a secondary rather than primary role, reflecting the fact that the authority for most contract actions rests with the warranted contracting officer rather than with his hierarchy.

The contracting officer-customer relationship, judged initially by this researcher to be among the four most significant relationships, instead placed seventh overall.

A close study of the procurement task list suggests that many if not most of the tasks do not involve the customer as

a primary influence in the actual procurement activities.

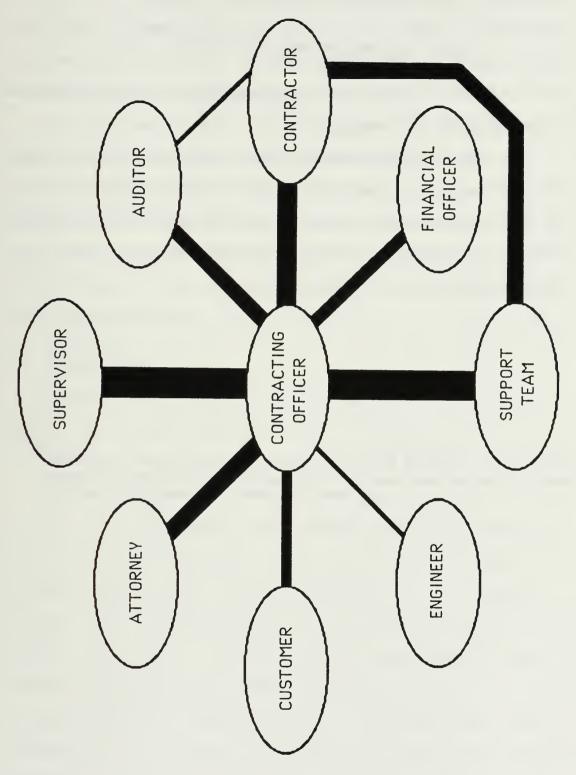
Once the customer establishes his requirements and passes them to the contracting activity, it appears, the customer is only indirectly involved in the process. Of course, major weapon systems are a significant exception to this observation, since program managers remain intimately involved with the contracting officer. Still, in a majority of procurement actions, the customer may be less involved in the process than are, for example, attorneys or auditors.

E. REVISION OF THE MODEL

The model of the contracting officer's environment proposed in Chapter III can now be refined as shown in Figure 3. Note that the revised illustration reflects the relatively greater than predicted influence of the contracting officer's relationships with attorneys and auditors, as well as the less significant role played by the contracting officer-customer relationship. While the results are neither authoritative nor comprehensive, they provide a general view of the nature of the contracting officer's environment.

F. SUMMARY

In this chapter, the ten contracting officer relationships previously identified were analyzed from the perspective of the procurement task statements compiled by prior researchers. The limitations of the analysis were



Source: Researcher's Analysis

Figure 3. The Contracting Officer's Environment (Revised)

discussed, emphasizing the subjective nature of the methodology. Each of the tasks was addressed in turn, and the results collated and discussed. Finally, the model of the contracting officer's environment was refined to reflect the results of the analysis.

The next chapter presents the researcher's conclusions and recommendations regarding this research effort.

Included are answers to the primary and subsidiary research questions, a summary of the significant findings, and recommendations for further research.

V. CONCLUSIONS AND RECOMMENDATIONS

A. RESTATEMENT OF OBJECTIVES

The purpose of this research effort was to identify, to the extent practicable, the relationships to which the contracting officer is a party, to analyze their characteristics (including precedence and commonality, if applicable), and to determine how each affects the contracting officer's accomplishment of his primary tasks and responsibilities.

B. CONCLUSIONS

Based on the results of this study, the following conclusions can be drawn:

* Specific relationships involving the Federal Government contracting officer exist and can be evaluated in terms of the procurement task statements.

This study examined relationships which are important to the Federal Government contracting officer in the accomplishment of his various responsibilities. These include both relationships to which the contracting officer himself is a party, as well as others which do not directly include him but are important to the accomplishment of his responsibilities. Each of Fowler's 169 procurement task statements was evaluated with regard to these relationships, and the results were analyzed to determine which of the relationships predominate in practice.

* These relationships can be identified and enumerated.

The principal contracting officer relationships, as identified in this study, include:

- * Contracting Officer-Attorney
- * Contracting Officer-Auditor
- * Contracting Officer-Contractor
- * Contracting Officer-Customer
- * Contracting Officer-Engineer
- * Contracting Officer-Financial Officer
- * Contracting Officer-Supervisor
- * Contracting Officer-Support Team
- * Contractor-Auditor
- * Contractor-Support Team
- * These ten relationships can be categorized as to their relative importance to the accomplishment of each of the procurement tasks.

In evaluating each of the procurement task statements, each relationship was determined to be of primary, secondary, or insignificant importance to the accomplishment of that task. In spite of several limitations inherent in this methodology, it became clear that some of the relationships were indeed more critical to the successful accomplishment of specific tasks than were others. When examined collectively, definite patterns emerged which suggest that certain of the contracting officer's principal relationships are more prevalent than others in terms of the procurement task statements.

* The most predominant relationships in terms of the procurement tasks are those between the contracting officer and his support team, the contracting officer and his supervisor, and the contracting officer and the contractor.

These relationships were found to be of primary or secondary importance in a significant majority of the procurement tasks. Their predominance reflects the close working relationship required of the contracting officer both with his staff and with his superiors, as well as the fundamental buyer-seller relationship he shares with the contractor.

* The relationship between the contracting officer and the customer is not particularly prevalent in terms of the procurement tasks.

While the researcher initially hypothesized that the contracting officer-customer relationship would be among those which are significantly more predominant in practice than are the other relationships studied, the data did not support this hypothesis. After the establishment of requirements by the customer, he is generally not directly involved in the procurement process to any great extent. An exception to this, however, may be the case of the program manager of a major weapon system, who will tend to remain more intimately involved in the entire procurement process.

C. RECOMMENDATIONS

In the course of this research effort, several areas which merit additional examination were uncovered. As a result, the researcher offers the following recommendations:

* The nature and complexity of the contracting officer's environment should be examined in terms of criteria other than the procurement task statements.

As discussed in Chapter IV, this study dealt with each individual procurement task on an equal basis. In practice, however, the resources dedicated to each task by the contracting officer vary across a wide range, with some being considerably more time-consuming than others. It would be useful to determine which of the procurement tasks place the greatest demands on the contracting officer's time and other resources, perhaps through the use of time-and-motion studies or some similar methodology.

* The shape and force of these relationships should continue to be refined in terms of the role of the contracting officer.

The evidence uncovered in the course of this study supports the hypothesis that there is indeed a hierarchy of contracting officer relationships. For example, the contracting officer-support team relationship appears to be especially significant, while other relationships are perhaps of secondary importance. This research was able to establish these distinctions on a gross level, but a more detailed, specific analysis would be useful in further refining the model of the contracting officer's environment.

D. RECOMMENDATIONS FOR FURTHER RESEARCH

The following suggestions are presented concerning additional research which would serve to augment the results of this study:

* Further validate or revise the model of the contracting officer's environment developed in this study through surveys or interviews with practitioners in the field.

The basis of this study was primarily the professional literature and the researcher's own experience and knowledge of the field. In order to further refine the model, actual contracting personnel in the field, as well as other parties to the relationships being studied, should be surveyed as to their views of the relationships. From these responses, the model should then be either validated or further revised.

* Determine what additional relationships, if any, are important to the contracting officer in the accomplishment of his tasks and responsibilities.

This researcher selected ten relationships which appear to predominate in practice. The list is not authoritative nor necessarily complete, however, and other important relationships which were not discussed may in fact exist.

E. SUMMARY

From this study it is evident that the contracting officer interacts with many different individuals and organizations, both directly and indirectly. These relationships can be interpreted and depicted in terms of the procurement tasks, and the relative importance of each relationship to the accomplishment of those tasks can be evaluated. While this is not the only means to examine the environment of the contracting officer, it is a useful method of analyzing the significance of the numerous relationships to which he is a party.

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APPENDIX A

LIST OF PROCUREMENT TASKS

The following procurement tasks were compiled by Fowler [Ref. 3:pp. 76-85] from those identified by the Federal Acquisition Institute [Ref. 1] and the Department of Defense Acquisition Enhancement Study Group [Ref. 2:p. 2-C-2-17]:

- 1. Advise and assist requiring activities in developing and maintaining program plans, budgets, and schedules to reflect procurement lead times, market conditions, and procurement strategies.
- Develop (with representatives of the requiring activities), maintain, and update acquisition plans.
- 3. Determine that purchase requests from the requiring activities are sufficient for the procurement.
- 4. Review technical requirements, statements of work, or specifications submitted by the requiring activity.
- 5. Resolve requests to purchase personal services; determine the need for and request wage rates and determinations from the Department of Labor.
- 6. Review technical evaluation criteria.
- 7. Prepare source selection plans.
- 8. Determine the timing and source of funds for the procurement.
- 9. Screen mandatory sources of supply (e.g., QPLs, FSS, ADP/T Schedules, Handicapped and Prison Industries); develop source lists (e.g., solicitation mailing lists).
- 10. Conduct market research.
- 11. Determine whether other than full and open competition is justified.

- 12. Prepare justifications for other than full and open competition, where required.
- 13. Process unsolicited proposals.
- 14. Determine whether the procurement will be a small business or labor surplus set-aside.
- 15. Determine if offerors are qualified for set-asides.
- 16. Procure supplies or services through 8(a) procedures.
- 17. Determine and document the method of procurement.
- 18. Analyze purchase vs. lease alternatives.
- 19. Select and, where required, justify type of contract.
- 20. Determine and justify the necessity for contractor financing arrangements (i.e., progress payments, advance payments, loan guarantees, and long-lead financing).
- 21. Establish opening/closing dates.
- 22. Determine mandatory and optional provisions and contract clauses to include or reference in the solicitation.
- 23. Determine the need and develop special provisions and contract clauses for the solicitation.
- 24. Complete and issue RFQs, IFBs, and RFPs.
- 25. Synopsize proposed procurements.
- 26. Document reasons for not synopsizing proposed procurements.
- 27. Document reasons for reducing the required solicitation period.
- 28. Evaluate and respond to inquiries concerning solicitations.
- 29. Prepare and conduct conferences to clarify solicitations (pre-bid/pre-proposal conferences).
- 30. Prepare or issue amendments to solicitations.

- 31. Determine and justify necessity of time extensions for submission of bids or proposals.
- 32. Prepare cancellations of solicitations before or after opening; if necessary, prepare determinations for cancellation.
- 33. Receive and control bids.
- 34. Open and read bids.
- 35. Request time extensions from contractors of bid expiration dates.
- 36. Determine the allowability of late bids (and also proposals).
- 37. Dispose of late bids (and also proposals).
- 38. Prepare abstracts of bids.
- 39. Determine the lowest total price bid and whether the lowest price is fair and reasonable.
- 40. Determine responsiveness of lowest bidders.
- 41. Identify suspected mistakes.
- 42. Request verification of offers, calling attention to suspected mistakes.
- 43. Determine allowability of mistakes in offers.
- 44. Process mistakes in offers.
- 45. Request and evaluate pre-award surveys.
- 46. Review the list of debarred, suspended, and ineligible contractors.
- 47. Determine and document responsibility of proposed contractors (including Certificates of Competency).
- 48. Open and record proposals.
- 49. Review proposals to identify terms and conditions requiring discussion.
- 50. Provide guidance to technical evaluators for review of technical proposals.
- 51. Analyze technical evaluation reviews or memoranda.

- 52. Determine the necessity for and obtain certificates of current cost or pricing data.
- 53. Determine need for, request, and review audit reports; resolve questions on audits with auditors.
- 54. Analyze price proposals.
- 55. Analyze proposed elements of cost to develop prenegotiation positions (ranges) on major elements of cost.
- 56. Conduct/participate in fact-finding sessions with representatives of proposed offerors.
- 57. Establish the competitive range.
- 58. Develop negotiation objectives, strategies, and tactics; document in prenegotiation memoranda.
- 59. Conduct prenegotiation meetings with government personnel.
- 60. Conduct negotiation sessions with offerors in competitive range.
- 61. Conduct negotiation sessions in sole source procurements.
- 62. Conduct negotiation sessions for post-award agreements.
- 63. Request best and final offers.
- 64. Make or recommend the final source selection decision or reject all offers.
- 65. Prepare price negotiation memoranda (including a determination of the fairness and reasonableness of the proposed price).
- 66. Determine and document the necessity of a letter contract.
- 67. Prepare letter contracts.
- 68. Definitize letter contracts.
- 69. Prepare and review contracts.
- 70. Obtain approvals for awarding of contract.

- 71. Execute contract and notify successful offeror(s).
- 72. Notify unsuccessful offerors.
- 73. Issue notices of awards of contracts.
- 74. Synopsize awards.
- 75. Document reasons for not synopsizing awards.
- 76. Debrief unsuccessful offerors.
- 77. Evaluate protests and prepare administrative reports (findings and recommendations) on protests before or after award.
- 78. Notify GAO of intent to proceed with procurement or award in emergency situations.
- 79. Determine necessity for, plan, and conduct post-award orientation conferences.
- 80. Provide continuing advice to contractors on terms and conditions of the contract.
- 81. Inform contractors of the names, roles, responsibilities, and limits of technical representatives.
- 82. Develop contract administration plans and milestones; advise technical representatives of their roles, responsibilities, and limits.
- 83. Review and evaluate reports from representatives of the contracting officer.
- 84. Monitor and maintain control of contracting officer representatives.
- 85. Communicate with legal, quality assurance, financial, supply management, property management, the requiring activity, and other support staff.
- 86. Issue, negotiate, and definitize orders against basic ordering agreements.
- 87. Issue orders against contracts.
- 88. Review options and determine whether to exercise them; prepare determinations and findings or justifications for exercise of options.

- 89. Coordinate with requiring activities on statements of work or specifications for changes or modifications.
- 90. Evaluate requests/proposals for changes in contracts or subcontracts.
- 91. Negotiate and issue changes or modifications to contracts.
- 92. Issue administrative (no-cost) changes.
- 93. Prepare or process and execute novation and change of name agreements.
- 94. Analyze and negotiate contractors' value engineering change and engineering change proposals.
- 95. Evaluate contractors' progress towards meeting delivery and performance requirements.
- 96. Prepare contract status reports.
- 97. Review and obtain corrections to inspection and acceptance reports.
- 98. Identify breaches of contract (i.e., failure to comply with contract provisions).
- 99. Determine whether delays are excusable and grant performance time extensions for excusable delays.
- 100. Determine need, prepare, and issue stop or resume work orders.
- 101. Notify contractors of delinquencies or quality deficiencies.
- 102. Determine and assess liquidated damages.
- 103. Negotiate considerations for delinquent deliveries or items not meeting specifications.
- 104. Determine need, prepare, and issue cure notices.
- 105. Evaluate adequacy of contractor's responses to cure notices.
- 106. Determine, prepare, and issue show cause notices.

- 107. Identify and pursue available remedies in warranty, guarantee, or latent defect clauses.
- 108. Determine need to terminate contracts for convenience.
- 109. Issue convenience termination notices and take measures to protect the government's interests.
- 110. Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience.
- 111. Negotiate, review, and approve no-cost cancellations of contracts.
- 112. Determine need to terminate contracts for default.
- 113. Negotiate settlement of contract terminations for default.
- 114. Issue or distribute default termination notices and take measures to protect the government's interests and mitigate damages (including recovery of reprocurement costs).
- 115. Review limitation of cost or funds clause.
- 116. Evaluate or adjust contract funds requirements.
- 117. Release excess funds under limitation of costs clause.
- 118. Review/approve contractor's invoices and vouchers for payment.
- 119. Obtain corrections of improperly prepared invoices or vouchers.
- 120. Monitor the processing of contractor's invoices and vouchers to expedite payment under the Prompt Payment Act.
- 121. Direct the suspension or disapproval of unallowable costs.
- 122. Review/approve contractor's requests for assignment of contract payments.
- 123. Review/approve or disapprove withholding of payments and/or retainages.

- 124. Determine and issue demand letters for collection of contractor's indebtedness.
- 125. Review and approve or disapprove the contractor's requests for payments under the progress payments clause.
- 126. Determine whether to suspend or reduce progress payments or initiate an alternate liquidation rate.
- 127. Review and approve or disapprove requests for cost sharing or matching payments.
- 128. Perform contract closeouts.
- 129. Determine adequacy of contractor accounting systems and take measures to protect the government's interests when accounting systems are determined to be inadequate.
- 130. Review and negotiate improvements in contractor estimating systems.
- 131. Monitor the contractor's financial condition to determine when it jeopardizes contract performance.
- 132. Obtain cost accounting standards disclosure information or statements.
- 133. Review cost accounting standards disclosure statements.
- 134. Negotiate price (cost impact) adjustments and execute supplementary agreements under cost accounting standards.
- 135. Identify defective pricing cases.
- 136. Demand and negotiate refunds for defective pricing.
- 137. Analyze claims and recommend settlement positions; prepare findings of facts.
- 138. Negotiate claim settlements with contractors.
- 139. Issue contracting officer final decisions under disputes clause of contracts.
- 140. Prepare and assemble dispute or claims files for the General Counsel.

- 141. Participate in claims, disputes, or protest board or court proceedings.
- 142. Obtain contractor's release of claims.
- 143. Review and approve subcontracting plans for inclusion in the contract.
- 144. Evaluate and consent to proposed placements of subcontracts.
- 145. Coordinate with other personnel on property control matters.
- 146. Evaluate and approve requests for government-furnished property.
- 147. Evaluate requests for/authorize contractor acquisition or fabrication of special tooling.
- 148. Determine if contractor's use of government property conforms with contractual obligations.
- 149. Determine rent or use fees for government property.
- 150. Assess contractors for losses or damages to government property.
- 151. Determine bonding requirements and include appropriate provisions or clauses in the solicitation.
- 152. Review bond or bid guarantees for completeness and adequacy; check "List of Acceptable Sureties."
- 153. Notify bonding agencies of contract status.
- 154. Negotiate with bonding companies prior to contract termination.
- 155. Prepare and execute surety takeover agreements.
- 156. Refer evidence on performance failings to debarment officials.
- 157. Refer evidence of fraud and other civil or criminal offenses to the Inspector General and other responsible parties.
- 158. Apply Buy American Act evaluation criteria.

- 159. Order performance under the Defense Priorities Allocation System.
- 160. Apply the Defense Priorities Allocation System to expedite performance.
- 161. Review and approve contractor's property control system.
- 162. Use small purchase procedures.
- 163. Conduct foreign military sales.
- 164. Prepare agency procurement requests for the delegation of authority from GSA for ADPE and related services.
- 165. Review and determine the applicability of existing delegations of authority.
- 166. Request funds from ADPE revolving funds.
- 167. Review or evaluate utilization of ADPE prior to procurement.
- 168. Use government-wide contractual resources for ADPE (e.g., GSA office of technology plus; GSA contracts for support services).
- 169. Review and approve software licensing agreements.

APPENDIX B

TASK-RELATIONSHIP WORKSHEET

1.	Advise and assist requiring activities in developing and maintaining program plans, budgets, and schedules to reflect procurement lead times, market
	Contracting Officer-Attorney
2.	Develop (with representatives of the requiring activities), maintain, and update acquisition plans.
	Contracting Officer-Attorney
3.	Determine that purchase requests from the requiring activities are sufficient for the procurement.
	Contracting Officer-Attorney

4.	Review technical requirements, statements of work, or specifications submitted by the requiring activity.
	Contracting Officer-Attorney
5.	Resolve requests to purchase personal services; determine the need for and request wage rates and determinations from the Department of Labor.
	Contracting Officer-Attorney
6.	Review technical evaluation criteria. Contracting Officer-Attorney
7.	Prepare source selection plans. Contracting Officer-Attorney

	Contracting Officer-Support Team	-
	ermine the timing and source of funds for the curement.	
	Contracting Officer-Attorney	
ADP dev	een mandatory sources of supply (e.g., QPLs, FSS/T Schedules, Handicapped and Prison Industries) elop source lists (e.g., solicitation mailing ts).	
	Contracting Officer-Attorney	
11. Det	Contracting Officer-Attorney	
	petition is justified. Contracting Officer-Attorney	

	Contracting Officer-Contractor Contracting Officer-Customer Contracting Officer-Engineer Contracting Officer-Financial Officer. Contracting Officer-Supervisor Contracting Officer-Support Team Contractor-Auditor Contractor-Support Team		P S P P S
12.	Prepare justifications for other than full competition, where required.	and	open
	Contracting Officer-Attorney		S P
13.	Process unsolicited proposals. Contracting Officer-Attorney		S
	Contracting Officer-Auditor	•	
	Contracting Officer-Contractor	•	D
	Contracting Officer-Customer	•	r
	Contracting Officer-Engineer		
	Contracting Officer-Financial Officer .	•	
	Contracting Officer-Supervisor		
	Contracting Officer-Support Team		P
	Contractor-Auditor		
	Contractor-Support Team		
	Determine whether the procurement will be a business or labor surplus set-aside.	sma	all
	Contracting Officer-Attorney	•	P
	Contracting Officer-Auditor		I
	Contracting Officer-Contractor		I
	Contracting Officer-Customer	•	S
	Contracting Officer-Engineer		P
	Contracting Officer-Financial Officer .		I
	Contracting Officer-Supervisor		S
	Contracting Officer-Support Team		S
	Contractor-Auditor		I
	Contractor-Support Team	•	I

10.	Determine if offerors are qualified for set-asides.
	Contracting Officer-Attorney
	Contracting Officer-Contractor P
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
16.	Procure supplies or services through 8(a) procedures.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer P
	Contracting Officer-Supervisor S
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Support Team
17.	Determine and document the method of procurement.
17.	
17.	Contracting Officer-Attorney
	Contracting Officer-Attorney

19.	Select and, where required, justify type of contract.
	Contracting Officer-Attorney
20.	Determine and justify the necessity for contractor financing arrangements (i.e., progress payments, advance payments, loan guarantees, and long-lead financing).
	Contracting Officer-Attorney
21.	Contracting Officer-Attorney
22.	Determine mandatory and optional provisions and contract clauses to include or reference in the solicitation.
	Contracting Officer-Attorney

	Contracting Officer-Financial Officer S Contracting Officer-Supervisor
23.	Determine the need and develop special provisions and contract clauses for the solicitation.
	Contracting Officer-Attorney P Contracting Officer-Auditor
24.	Complete and issue RFQs, IFBs, and RFPs.
25.	Contracting Officer-Attorney
25.	Contracting Officer-Attorney
26.	Document reasons for not synopsizing proposed procurements. Contracting Officer-Attorney
	Contracting Officer-Auditor I Contracting Officer-Contractor I

	Contracting Officer-Customer
27.	Document reasons for reducing the required solicitation period.
	Contracting Officer-Attorney
	Contracting Officer-Engineer
28.	Evaluate and respond to inquiries concerning solicitations.
	Contracting Officer-Attorney
29.	Prepare and conduct conferences to clarify solicitations (pre-bid/pre-proposal conferences).
	Contracting Officer-Attorney

30.	riepare of issue amendments to soficitations.	
	Contracting Officer-Attorney	P
	Contracting Officer-Auditor	Ι
	Contracting Officer-Contractor	S
	Contracting Officer-Customer	C
	Contracting Officer Engineer	2
	Contracting Officer-Engineer	S
	Contracting Officer-Financial Officer	Τ
	Contracting Officer-Supervisor	Ρ
	Contracting Officer-Support Team	P
	Contractor-Auditor	Ι
	Contractor-Auditor	S
31.	Determine and justify necessity of time extensions	
JI.	for submission of bids or proposals.	
	TOT Submission of bids of proposals.	
	Contracting Officer-Attorney	P
	Contracting Officer-Auditor	Ι
	Contracting Officer-Contractor	
	Contracting Officer-Customer	
	Contracting Officer-Engineer	9
	Contracting Officer-Financial Officer	Т
	Contracting Officer-Supervisor	P
	Contracting Officer-Support Team	
	Contractor-Auditor	T
	Contractor-Support Team	P
32.	Prepare cancellations of solicitations before or after opening; if necessary, prepare determination for cancellation.	s
	Contracting Officer-Attorney	P
	Contracting Officer-Auditor	Ι
	Contracting Officer-Contractor	S
	Contracting Officer-Customer	P
	Contracting Officer-Engineer	T
	Contracting Officer Eigeneer	T
	Contracting Officer-Financial Officer	Ţ
	Contracting Officer-Supervisor	
	Contracting Officer-Support Team	
	Contractor-Auditor	Ι
	Contractor-Support Team	S
33.	Receive and control bids.	
	Contracting Officer-Attorney	
	Contracting Officer-Auditor	Ι
	Contracting Officer-Contractor	S
	Contracting Officer-Customer	
	Contracting Officer-Engineer	
	Contracting Officer-Financial Officer	
	Contracting Officer-Supervisor	

	Contractor-Auditor
34.	Open and read bids.
	Contracting Officer-Attorney
35.	Request time extensions from contractors of bid expiration dates.
	Contracting Officer-Attorney
36.	Determine the allowability of late bids (and also proposals). Contracting Officer-Attorney
37.	Dispose of late bids (and also proposals). Contracting Officer-Attorney

	Contracting Officer-Support Team
38.	Prepare abstracts of bids.
	Contracting Officer-Attorney
39.	Determine the lowest total price bid and whether the lowest price is fair and reasonable. Contracting Officer-Attorney
40.	Contracting Officer-Attorney
41.	Identify suspected mistakes. Contracting Officer-Attorney

	Contracting Officer-financial Officer	Τ
	Contracting Officer-Supervisor	S
	Contracting Officer-Support Team	Ρ
	Contractor-Auditor	Т
	Contractor-Support Team	-
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42.	Pognost monification of office and line attention	
42.	Request verification of offers, calling attention	CC
	suspected mistakes.	
	Contracting Officer-Attorney	I
	Contracting Officer-Auditor	Т
	Contracting Officer-Contractor	D.
	Contracting Officer-Contractor	_
	Contracting Officer-Customer	Τ
	Contracting Officer-Engineer	Ι
	Contracting Officer-Financial Officer	Ι
	Contracting Officer-Supervisor	
	Contracting Officer-Support Team	D
	Contractor-Auditor	Τ
	Contractor-Support Team	P
43.	Determine allowability of mistakes in offers.	
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	Contracting Officer-Attorney	Ð
	Contracting Officer-Auditor	Τ_
	Contracting Officer-Contractor	
	Contracting Officer-Customer	Ι
	Contracting Officer-Engineer	
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	Contracting Officer Financial Officer	- C
	Contracting Officer-Supervisor	5
	Contracting Officer-Support Team	
	Contractor-Auditor	Ι
	Contractor-Support Team	
44.	Process mistakes in offers.	
77.	riocess miscakes in offers.	
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	Contracting Officer-Attorney	S
	Contracting Officer-Auditor	Ι
	Contracting Officer-Contractor	Ρ
	Contracting Officer-Customer	
	Contracting Officer Engineer	
	Contracting Officer-Engineer	+
	Contracting Officer-Financial Officer	Τ
	Contracting Officer-Supervisor	S
	Contracting Officer-Support Team	Ρ
	Contractor-Auditor	
		P
	Contractor-Support ream	Ľ
45.	Request and evaluate pre-award surveys.	
		S
	Contracting Officer-Auditor	
	Contracting Officer-Contractor	
	Contracting Officer Contractor	Т
	Contracting Officer-Customer	Τ

	Contracting Officer-Engineer
46.	Review the list of debarred, suspended, and ineligible contractors.
	Contracting Officer-Attorney
47.	Determine and document responsibility of proposed contractors (including Certificates of Competency).
	Contracting Officer-Attorney
48.	Open and record proposals. Contracting Officer-Attorney

49.	Review proposals to identify terms and conditions requiring discussion.
	Contracting Officer-Attorney
50.	Provide guidance to technical evaluators for review of technical proposals.
	Contracting Officer-Attorney
51.	Analyze technical evaluation reviews or memoranda.
	Contracting Officer-Attorney
52.	Determine the necessity for and obtain certificates of current cost or pricing data.
	Contracting Officer-Attorney

	Contractor-										
	Contractor-	Support T	eam .	• •	•	•	• •	•	•	•	P
53.	Determine need	for, regu	est. a	and re	wie	W.	and	i t			
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	Contractor-	Auditor.		• •	•	•	• •	•	•	•	2
	Contractor-	support 1	eam .	• •	•	•	• •	•	•	•	٥
54.	Analyze price pa	roposals.									
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	Contracting	Officer-	Custon	er.	•	•		•	•	•	Ι
	Contracting	Officer-	Engine	er.	•	•		•	•	•	I
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	Contracting	Officer-	Superv	risor.		•					S
	Contracting	Officer-	Suppor	t Tea	am.			•			P
	Contractor-	Auditor.									S
	Contractor-	Support T	eam .		•			•	•	٠	S
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55.	Analyze proposed										
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	of cost.										
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	Contracting	Officer-	Audito	r.							P
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	Contracting	Officer-	Suppor	t Tea	ım.	•	• •	•	•	•	2
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56.	Conduct/particing	oate in f	act-fi	ndino	ı se	ess.	ion	s 1	wit	h	
	representatives										
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	Contracting	Officer-	Contra	ctor.	•	•		•	•	•	P
	Contracting	Officer-	Custom	er.							I

	Contracting Officer-Engineer	S
	Contracting Officer-Financial Officer	Ι
	Contracting Officer-Supervisor	S
	Contracting Officer-Support Team	D
	Contractor-Auditor	C
	Contractor Current Many	5
	Contractor-Support Team	P
57.	Establish the competitive range.	
	Contracting Officer-Attorney	Ι
	Contracting Officer-Auditor	S
	Contracting Officer-Contractor	S
	Contracting Officer-Customer	Ι
	Contracting Officer-Engineer	S
	Contracting Officer-Engineer	C
	Contracting Officer Communication	5
	Contracting Officer-Supervisor	-
	Contracting Officer-Support Team	P
	Contractor-Auditor	Ι
	Contractor-Auditor	S
58.	Develop negotiation objectives, strategies, and tactics; document in prenegotiation memoranda.	
	Contracting Officer-Attorney	S
	Contracting Officer-Auditor	S
	Contracting Officer-Contractor	S
	Contracting Officer-Customer	
	Contracting Officer-Engineer	S
	Contracting Officer-Financial Officer	9
	Contracting Officer-Supervisor	
	Contracting Officer-Support Team	P
	Contractor-Auditor	I
	Contractor-Auditor	S
59.	Conduct prenegotiation meetings with government personnel.	
	Contracting Officer-Attorney	P
	Contracting Officer-Auditor	P
	Contracting Officer-Contractor	I
	Contracting Officer-Customer	P
	Contracting Officer-Engineer	
	Contracting Officer-Financial Officer	
	Contracting Officer-Support Team	
	Contractor-Auditor	
	Contractor-Support Team	I

60.	Conduct negotiation sessions with offerors in competitive range.
	Contracting Officer-Attorney
61.	Conduct negotiation sessions in sole source procurements.
	Contracting Officer-Attorney
62.	Conduct negotiation sessions for post-award agreements.
	Contracting Officer-Attorney
63.	Request best and final offers.
	Contracting Officer-Attorney

		Suppose Tees	
	Contractor-s	Support Team	S
64.	Make or recomme	od the finel course colortics	
04.	decision or reje	nd the final source selection	
	decision of reje	ect all offers.	
	Contracting	Officer-Atterney	_
	Contracting	Officer-Auditor	ى د
	Contracting	Officer-Auditor	> T
	Contracting	Officer-Contractor	Τ.
	Contracting	Officer-Customer	S
	Contracting	Officer-Engineer	S
	Contracting	Officer-Financial Officer	S
	Contracting	Officer-Supervisor	S
		Officer-Support Team	
	Contractor-A	Auditor	I
	Contractor-S	Support Team	Ι
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65.		egotiation memoranda (including a	_
		f the fairness and reasonableness	of
	the proposed pri	ice).	
	Contracting	Officer-Attorney	I
	Contracting	Officer-Auditor	Ρ
		Officer-Contractor	
		Officer-Customer	
	Contracting	Officer-Engineer	I
	Contracting	Officer-Financial Officer	S
		Officer-Supervisor	
		Officer-Support Team	
		Auditor	
	Contractor-S	Support Team	S
		Tr	
66.	Determine and do	ocument the necessity of a letter	
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	comerace.		
	Contracting	Officer-Attorney	P
	Contracting	Officer-Auditor	Т
	Contracting	Officer-Contractor	9
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	Contracting	Officer-Engineer	T
	Contracting	Officer-Financial Officer	Τ.
	Contracting	Officer-Supervisor	2
		Officer-Support Team	
		Auditor	
	Contractor-S	Support Team	S
67.	Prepare letter	contracts.	
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		Officer-Auditor	
		Officer-Contractor	
	Contracting	Officer-Customer	S

		Officer-Engineer	
	Contracting	Officer-Financial Officer	. I
	Contracting	Officer-Supervisor	. S
	Contracting	Officer-Support Team	. P
	Contractor-	Auditor	. I
	Contractor-	Support Team	. I
C 0			
68.	Definitize lette	er contracts.	
	Contracting	Officer-Attorney	. S
	Contracting	Officer-Auditor	. s
	Contracting	Officer-Contractor	. P
	Contracting	Officer-Customer	. s
	Contracting	Officer-Engineer	. S
	Contracting	Officer-Financial Officer	S
	Contracting	Officer-Supervisor	. 5
	Contracting	Officer-Support Team	. D
	Contracting	Auditor	
	Contractor-	Auditor	. 5
	Contractor-	Support Team	. P
69.	Prepare and rev	iew contracts.	
	Contracting	Officer-Attorney	. Р
	Contracting	Officer-Auditor	S
	Contracting	Officer-Contractor	. Т
	Contracting	Officer Contractor	. 1
	Contracting	Officer-Customer	. 5
	Contracting	Officer-Engineer	. P
		Officer-Financial Officer	
	Contracting	Officer-Supervisor	. P
	Contracting	Officer-Support Team	. P
		Auditor	
	Contractor-	Support Team	. I
70.	Obtain approval:	s for awarding of contract.	
	Contracting	Officer-Attorney	c
	Contracting	Officer-Auditor	. 5
		Officer-Contractor	
	Contracting	Officer-Customer	. P
	Contracting	Officer-Engineer	. S
	Contracting	Officer-Engineer	. P
	Contracting	Officer-Supervisor Officer-Support Team	. P
	Contracting	Officer-Support Team	. S
	Contractor-Z	Auditor	. I
	Contractor-	Auditor	. I
71.	Execute contract	t and notify successful offeror(s	3).
		Officer-Attorney	
	Contracting	Officer-Auditor	. I
	Contracting	Officer-Contractor	. P
	Contracting	Officer-Customer	. I

	Contracting Officer-Engineer	Ι
	Contracting Officer-Financial Officer	Ι
	Contracting Officer-Supervisor	Ι
	Contracting Officer-Support Team	S
	Contractor-Auditor	Т
	Contractor-Support Team	T
	concractor support ream	1
72.	Notify unsuccessful offerors.	
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	Contracting Officer-Attorney	Ι
	Contracting Officer-Auditor	Т
	Contracting Officer-Contractor	P
	Contracting Officer-Customer	
	Contracting Officer-Engineer	
	Contracting Officer-Financial Officer	
	Contracting Officer-Supervisor	Ι
	Contracting Officer-Support Team	S
	Contractor-Auditor	
	Contractor-Support Team	
	Conclactor Support ream	_
73.	Issue notices of awards of contracts.	
	Contracting Officer-Attorney	Ι
	Contracting Officer-Auditor	
	Contracting Officer-Contractor	
	Contracting Officer-Customer	5
	Contracting Officer-Engineer	Τ
	Contracting Officer-Financial Officer	
	Contracting Officer-Supervisor	S
	Contracting Officer-Support Team	P
	Contractor-Auditor	
	Contractor-Support Team	Т
	Contractor-support ream	_
74.	Synopsize awards.	
	Contracting Officer-Attorney	Ι
	Contracting Officer-Auditor	I
	Contracting Officer-Contractor	Ι
	Contracting Officer-Customer	
	Contracting Officer-Engineer	
	Contracting Officer-Engineer	±
	Contracting Officer-Financial Officer	
	Contracting Officer-Supervisor	
	Contracting Officer-Support Team	P
	Contractor-Auditor	I
	Contractor-Support Team	Т
	Contractor support ream	
75.	Document reasons for not synopsizing awards.	
	Contracting Officer-Attorney	S
	Contracting Officer-Auditor	
	Contracting Officer-Contractor	
	Contracting Officer-Customer	
	Contracting Officer-Customer	0

	Contracting Officer-Engineer
76.	Debrief unsuccessful offerors.
	Contracting Officer-Attorney
77.	(findings and recommendations) on protests before or after award. Contracting Officer-Attorney
	Contracting Officer-Customer
78.	Notify GAO of intent to proceed with procurement or award in emergency situations.
	Contracting Officer-Attorney

79.	Determine necessity for, plan, and conduct post-award orientation conferences.
	Contracting Officer-Attorney
80.	Provide continuing advice to contractors on terms and conditions of the contract.
	Contracting Officer-Attorney
81.	Inform contractors of the names, roles, responsibilities, and limits of technical representatives.
	Contracting Officer-Attorney
82.	Develop contract administration plans and milestones; advise technical representatives of their roles, responsibilities, and limits.
	Contracting Officer-Attorney

83.	Contracting Officer-Financial Officer S Contracting Officer-Supervisor
	Contracting Officer-Attorney
84.	Monitor and maintain control of contracting officer representatives. Contracting Officer-Attorney
85.	Communicate with legal, quality assurance, financial, supply management, property management, the requiring activity, and other support staff. Contracting Officer-Attorney

86.	Issue, negotiate, and definitize orders against basic ordering agreements.
	Contracting Officer-Attorney
87.	Issue orders against contracts. Contracting Officer-Attorney
	Contracting Officer-Engineer
88.	Review options and determine whether to exercise them; prepare determinations and findings or justifications for exercise of options. Contracting Officer-Attorney
89.	Contractor-Support Team
	Contracting Officer-Attorney

	Contracting Officer-Supervisor
90.	Evaluate requests/proposals for changes in contracts or subcontracts.
	Contracting Officer-Attorney P Contracting Officer-Auditor P Contracting Officer-Contractor
91.	Negotiate and issue changes or modifications to contracts.
	Contracting Officer-Attorney
92.	Contracting Officer-Attorney
93.	Prepare or process and execute novation and change of name agreements.
	Contracting Officer-Attorney P Contracting Officer-Auditor I Contracting Officer-Contractor P

	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Support Team
	concluded support ream
94.	Analyze and negotiate contractors' value engineering
	change and engineering change proposals.
	onango propobaro.
	Contracting Officer-Attorney S
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
95.	Evaluate contractors' progress towards meeting delivery and performance requirements.
	Contracting Officer-Attorney
	Contracting Officer-Auditor S
	Contracting Officer-Contractor S
	Contracting Officer-Customer P
	Contracting Officer-Engineer P
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Support Team
96.	Prepare contract status reports.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor S
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Support Team
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97.	Review and obtain corrections to inspection and acceptance reports.
	Contracting Officer-Attorney
98.	Identify breaches of contract (i.e., failure to comply with contract provisions).
	Contracting Officer-Attorney
99.	Contractor-Auditor
	Contracting Officer-Attorney
100.	Determine need, prepare, and issue stop or resume work orders.
	Contracting Officer-Attorney

	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Auditor
101.	Notify contractors of delinquencies or quality
	deficiencies.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor S
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Support Team
	* *
102.	Determine and assess liquidated damages.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor
	Contracting Officer Cuppert Macm
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
102	Negatiata considerations for delinquent deliveries
103.	Negotiate considerations for delinquent deliveries
	or items not meeting specifications.
	Contracting Officer-Attorney
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Support Team
	concractor support ream
104.	Determine need, prepare, and issue cure notices.
	20002m2no noou, proparo, and record that
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor P
	Contracting Officer-Customer
	Contracting Officer-Engineer

	Contracting Officer-Financial Officer I Contracting Officer-Supervisor P Contracting Officer-Support Team
105.	Evaluate adequacy of contractor's responses to cure notices.
	Contracting Officer-Attorney P Contracting Officer-Auditor
106.	Determine, prepare, and issue show cause notices.
107.	Contracting Officer-Attorney
	Contracting Officer-Attorney
108.	Determine need to terminate contracts for convenience.
	Contracting Officer-Attorney

109.	Contracting Officer-Contractor
	Contracting Officer-Attorney
110.	Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience. Contracting Officer-Attorney
111.	Negotiate, review, and approve no-cost cancellations of contracts. Contracting Officer-Attorney

112.	Determine need to terminate contracts for default.
	Contracting Officer-Attorney
113.	Negotiate settlement of contract terminations for default.
	Contracting Officer-Attorney P Contracting Officer-Auditor
114.	Issue or distribute default termination notices and take measures to protect the government's interests and mitigate damages (including recovery of reprocurement costs).
	Contracting Officer-Attorney P Contracting Officer-Auditor
115.	Review limitation of cost or funds clause. Contracting Officer-Attorney

	Contracting Officer-Support Team Contractor-Auditor		. S
116.	Evaluate or adjust contract funds requireme	ents.	
	Contracting Officer-Attorney		S
	Contracting Officer-Auditor		
	Contracting Officer-Contractor		
	Contracting Officer-Customer		
	Contracting Officer-Engineer		
	Contracting Officer-Financial Officer .		
	Contracting Officer-Supervisor	• •	
	Contracting Officer-Support Team	• •	. D
	Contracting Officer-Support ream	• •	. г
	Contractor-Support Team	• •	• J.
117.	Release excess funds under limitation of coclause.	sts	
	Contracting Officer Attorney		_
	Contracting Officer-Attorney		
	Contracting Officer-Auditor		. T
	Contracting Officer-Contractor		. 1
	Contracting Officer-Customer		. 5
	Contracting Officer-Engineer		. 1
	Contracting Officer-Financial Officer .		. P
	Contracting Officer-Supervisor		. S
	Contracting Officer-Support Team	• •	. s
	Contractor-Auditor		. I
	Contractor-Support Team		. I
118.	Review/approve contractor's invoices and vo for payment.	ouche	rs
	Contracting Officer-Attorney		. I
	Contracting Officer-Auditor		. S
	Contracting Officer-Contractor		. P
	Contracting Officer-Customer		
	Contracting Officer-Engineer		
	Contracting Officer-Financial Officer .		. P
	Contracting Officer-Supervisor		. S
	Contracting Officer-Support Team		. P
	Contractor-Auditor		S
	Contractor-Support Team		. P
119.	Obtain corrections of improperly prepared i or vouchers.	nvoi	ces
	Contracting Officer-Attorney		. т
	Contracting Officer-Auditor		
	Contracting Officer-Contractor		
	Contracting Officer-Contractor		
	Contracting Officer-Customer		. 1

	Contracting Officer-Engineer	P S P S
120.	Monitor the processing of contractor's invoices a vouchers to expedite payment under the Prompt Payment Act.	nd
	Contracting Officer-Attorney	P S I I P S P
121.	Direct the suspension or disapproval of unallowab costs. Contracting Officer-Attorney	S S S I I P S P S
122.	of contract payments.	S P I I P S P S

123.	Review/approve or disapprove withholding of payments and/or retainages.
	Contracting Officer-Attorney
124.	Determine and issue demand letters for collection of contractor's indebtedness.
	Contracting Officer-Attorney
125.	Review and approve or disapprove the contractor's requests for payments under the progress payments clause.
	Contracting Officer-Attorney
126.	Determine whether to suspend or reduce progress payments or initiate an alternate liquidation rate.
	Contracting Officer-Attorney

	Contracting Officer-Supervisor
127.	Review and approve or disapprove requests for cost sharing or matching payments.
	Contracting Officer-Attorney
128.	Contracting Officer-Attorney
	Contracting Officer-Financial Officer P Contracting Officer-Supervisor P Contracting Officer-Support Team P Contractor-Auditor
129.	Determine adequacy of contractor accounting systems and take measures to protect the government's interests when accounting systems are determined to be inadequate.
	Contracting Officer-Attorney

130.	Review and negotiate improvements in contractor estimating systems.
	Contracting Officer-Attorney
131.	Monitor the contractor's financial condition to determine when it jeopardizes contract performance.
	Contracting Officer-Attorney
132.	Obtain cost accounting standards disclosure information or statements. Contracting Officer-Attorney
133.	
	Contracting Officer-Attorney

	Contracting Officer-Support Team
	Contractor-Auditor
134.	Negotiate price (cost impact) adjustments and execute supplementary agreements under cost accounting standards.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
135.	Identify defective pricing cases.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
136.	Demand and negotiate refunds for defective pricing.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Engineer
	Contracting Officer-Supervisor
	Contracting Officer-Supervisor S Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
137.	Analyze claims and recommend settlement positions;
	prepare findings of facts.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer

	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor P
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Auditor
	contractor-support ream
138.	Negotiate claim settlements with contractors.
	Contracting Officer-Attorney S
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer S
	Contracting Officer-Supervisor
	Contracting Officer-Support Team P
	Contractor-Auditor
	Contractor-Auditor
139.	Issue contracting officer final decisions under disputes clause of contracts.
	Contracting Officer-Attorney
	Contracting Officer-Auditor
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer Binancial Officer
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team
140.	Prepare and assemble dispute or claims files for the General Counsel.
	Contracting Officer-Attorney
	Contracting Officer-Auditor S
	Contracting Officer-Contractor
	Contracting Officer-Customer
	Contracting Officer-Engineer
	Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor
	Contracting Officer-Support Team
	Contractor-Auditor
	Contractor-Support Team

141.	Participate in claims, disputes, or protest board or court proceedings.
	Contracting Officer-Attorney
142.	Obtain contractor's release of claims. Contracting Officer-Attorney
143.	Review and approve subcontracting plans for inclusion in the contract. Contracting Officer-Attorney
144.	Evaluate and consent to proposed placements of subcontracts. Contracting Officer-Attorney

	Contractor-Support Team
145.	Coordinate with other personnel on property control matters.
	Contracting Officer-Attorney
146.	Evaluate and approve requests for government-furnished property.
	Contracting Officer-Attorney
147.	Evaluate requests for/authorize contractor acquisition or fabrication of special tooling. Contracting Officer-Attorney
148.	Determine if contractor's use of government property conforms with contractual obligations.
	Contracting Officer-Attorney

	Contracting Officer-Engineer	Ι
	Contracting Officer-Financial Officer	Ι
	Contracting Officer-Supervisor	S
	Contracting Officer-Supervisor	P
	Contractor-Auditor	P
	Contractor-Auditor	P
149.	Determine rent or use fees for government property	
	Contracting Officer-Attorney	Ι
	Contracting Officer-Auditor	
	Contracting Officer-Contractor	S
	Contracting Officer-Customer	Т
	Contracting Officer-Engineer	T
	Contracting Officer-Financial Officer	D T
	Contracting Officer-Financial Officer	P
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	Contractor-Auditor	S
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	Contracting Officer-Auditor	S
	Contracting Officer-Contractor	P
	Contracting Officer-Customer	
	Contracting Officer-Engineer	Т
	Contracting Officer-Financial Officer	P
	Contracting Officer-Supervisor	Т
	Contracting Officer-Support Team	
	Contractor-Auditor	c
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	Contractor-Support Team	ی
151.	Determine handing requirements and include	
151.	Determine bonding requirements and include	
	appropriate provisions or clauses in the	
	solicitation.	
	Contracting Officer-Attorney	
	Contracting Officer-Auditor	
	Contracting Officer-Contractor	P
	Contracting Officer-Customer	Ι
	Contracting Officer-Engineer	Ι
	Contracting Officer-Financial Officer	P
	Contracting Officer-Supervisor	
	Contracting Officer-Support Team	P
	Contractor-Auditor	S
	Contractor-Support Team	P
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152.	Review bond or bid guarantees for completeness and adequacy; check "List of Acceptable Sureties".
	Contracting Officer-Attorney
153.	Notify bonding agencies of contract status.
	Contracting Officer-Attorney
154.	Negotiate with bonding companies prior to contract termination.
	Contracting Officer-Attorney
155.	Prepare and execute surety takeover agreements.
	Contracting Officer-Attorney

	Contractor-Auditor
	Refer evidence on performance failings to debarment officials.
	Contracting Officer-Attorney
	Contracting Officer-Customer I Contracting Officer-Engineer I Contracting Officer-Financial Officer I
	Contracting Officer-Supervisor P Contracting Officer-Support Team
157.	Contractor-Support Team
	responsible parties.
	Contracting Officer-Attorney
	Contracting Officer-Customer
	Contracting Officer Supervisor
158.	Apply Buy American Act evaluation criteria.
	Contracting Officer-Attorney
	Contractor-Auditor
159.	Order performance under the Defense Priorities Allocation System.
	Contracting Officer-Attorney

	Contracting Officer-Engineer	. I . P . S
160.	Apply the Defense Priorities Allocation System to expedite performance.	Э
	Contracting Officer-Attorney	Т
	Contracting Officer-Auditor	
	Contracting Officer-Auditor	. D
	Contracting Officer-Customer	S
	Contracting Officer-Engineer	. Т
	Contracting Officer-Financial Officer	· T
	Contracting Officer-Supervisor	P
	Contracting Officer-Support Team	. P
	Contractor-Auditor.	. s
	Contractor-Auditor	. P
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161.	Review and approve contractor's property control system.	
	Contracting Officer-Attorney	. т
	Contracting Officer-Auditor	. P
	Contracting Officer-Auditor	P
	Contracting Officer-Customer	. T
	Contracting Officer-Engineer	. T
	Contracting Officer-Engineer	. I
	Contracting Officer-Supervisor	. s
	Contracting Officer-Support Team	. P
	Contractor-Auditor	. P
	Contractor-Auditor	. P
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162.	Use small purchase procedures.	
	Contracting Officer-Attorney	. I
	Contracting Officer-Auditor	. s
	Contracting Officer-Auditor	. P
	Contracting Officer-Customer	. I
	Contracting Officer-Engineer	. I
	Contracting Officer-Engineer	. P
	Contracting Officer-Supervisor	. I
	Contracting Officer-Support Team	. P
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163	Contracting Officer-Support Team	. P
163.	Contracting Officer-Support Team	. P
163.	Contracting Officer-Support Team	. P . S . P

	Contracting Officer-Contractor Contracting Officer-Engineer Contracting Officer-Financial Officer Contracting Officer-Supervisor Contracting Officer-Support Team Contractor-Auditor Contractor-Support Team	•	•	•	•	PSPPP
164.	Prepare agency procurement requests for the delegation of authority from GSA for ADPE related services.					
	Contracting Officer-Attorney Contracting Officer-Auditor Contracting Officer-Contractor Contracting Officer-Customer Contracting Officer-Engineer		•	•	•	I P I P P
165.	Review and determine the applicability of delegations of authority.	ex	iis	sti	Lng	3
	Contracting Officer-Attorney Contracting Officer-Auditor	•	•	•		I P I P S I
166.	Request funds from ADPE revolving funds. Contracting Officer-Attorney Contracting Officer-Auditor Contracting Officer-Contractor Contracting Officer-Customer Contracting Officer-Engineer Contracting Officer-Financial Officer Contracting Officer-Supervisor Contracting Officer-Supervisor Contractor-Auditor Contractor-Support Team	•		•	•	I I I S I P P I I

167.	Review or evaluate utilization of ADPE prior to procurement.
	Contracting Officer-Attorney
168.	Use government-wide contractual resources for ADPE (e.g., GSA office of technology plus; GSA contracts for support services).
	Contracting Officer-Attorney
169.	Review and approve software licensing agreements.
	Contracting Officer-Attorney

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